SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

REQUISITION NUMBER: **N/A**

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER: **N/A**

5. SOLICITATION NUMBER: **SPM2D1-10-R-0011**

6. SOLICITATION ISSUE DATE: 17 December, 2009

7. **FOR SOLICITATION INFORMATION CALL:**
a. NAME: **Robert Coupe-DSCP/FSDB**
email: **Robert.Coupe@dla.mil**
b. TELEPHONE NUMBER (No collect calls): **215-737-7895**
FAX: 215-737-5752

8. OFFER DUE DATE/ LOCAL TIME: February 11, 2010

9. ISSUED BY **SPM2D1**

DEFENSE SUPPLY CENTER PHILADELPHIA
DIRECTORATE OF MEDICAL MATERIEL

700 ROBBINS AVENUE
DSCP-FSDB
PHILADELPHIA, PA 19111-5092

10. THIS ACQUISITION IS
☒ UNRESTRICTED
☐ SET ASIDE: % FOR
☐ SMALL BUSINESS
☐ SMALL DISADV. BUSINESS
☐ 8(A)
NAICS: 423450
SIZE STANDARD: 500

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
☐ SEE SCHEDULE

12. DISCOUNT TERMS

☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING **D0C9**

14. THIS ACQUISITION IS
☐ RFQ ☐ IFB ☒ RFP

15. DELIVER TO

16. ADMINISTERED BY: SPM2D1
Same as block 9

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NO.

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER : .

18a. PAYMENT WILL BE MADE BY: SL4701
DFAS-Columbus Center
ATTN: DFAS-CO-TLSCB
P.O. Box 182317
Columbus, Ohio 43218-6248

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED
☒ SEE ADDENDUM

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
01A-01G	**DIGITAL IMAGING NETWORK - PICTURE ARCHIVING AND COMMUNICATIONS SYSTEM (DIN-PACS)**				
	(Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ☒ ARE ☐ ARE NOT ATTACHED

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ___2___ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

☐ 29. AWARD OF CONTRACT: ______________________________OFFER DATED______________ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:.

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)*

31c. DATE SIGNED

32a. QUANTITY IN COLUMN 21 HAS BEEN
☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED

33. SHIP NUMBER
☐ PARTIAL
☐ FINAL

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE

32c. DATE

36. PAYMENT
☐ COMPLETE ☐ PARTIAL ☐ FINAL

37. CHECK NUMBER

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY (Print)

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

CAUTION NOTICE

1. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held to explain the requirements of this solicitation and to respond to questions raised by prospective Offerors. Prospective Offerors are encouraged to attend. To arrange attendance, prospective Offerors are requested to contact **Mr. Robert Coupe via e-mail at Robert.Coupe@dla.mil or via telephone at 215-737-7895**.

The date, time and location of the conference are provided below:

Date:	January 8, 2010
Time:	9:00 A.M.
Location:	Defense Supply Center Philadelphia Bldg. 6 Auditorium 700 Robbins Avenue Philadelphia, PA 19111

2. All Pricing related information reference in this solicitation must be recorded in the supplied spreadsheet labeled **DINPACS III Contractor Price book Spreadsheet.xlsx.** Check the instructions tab for guidance before filling in the required information.
3. Section 3 of Statement of Work responses must be recorded in supplied spreadsheet labeled **Section 3 – Statement of Work and Functional Requirements.xlsx.**

TABLE OF CONTENTS

CONTINUATION OF STANDARD FORM 1449

1. **Continuation of Block 8:** Offer Due Date: **February 11, 2010 – 3:00 P.M. LOCAL TIME**
2. **Continuation of Block 9:**
   a. **Mailed offers should be sent to:**

   Defense Logistics Agency
   Defense Supply Center Philadelphia
   Post Office Box 56667
   Philadelphia, PA 19111-6667
   Solicitation No: **SPM2D1-10-R-0011**
   Closing Date and Time: **February 11, 2010 – 3:00 P.M. LOCAL TIME**

   b. **Hand carried Offers should be delivered to:**

   Defense Supply Center Philadelphia
   Business Opportunities Office
   Building 36, 2nd Floor
   700 Robbins Avenue
   Philadelphia, PA 19111-5092
   Solicitation No: **SPM2D1-10-R-0011**
   Closing Date and Time: **February 11, 2010 – 3:00 P.M. LOCAL TIME**

   [Examples of Hand carried Offers include: In-Person delivery by contractor; or Fed Ex, Airborne, UPS, DHL, Emery, other commercial carrier; or USPS Express Mail, USPS Certified Mail.]

   Note: All hand carried offers are to be delivered between 8:00 a.m. and 4:00 p.m., Monday through Friday, except for legal federal holidays as set forth in 5 USC 6103. Offerors using a commercial carrier service must ensure that the carrier service "hand carries" the package to the address specified above for hand carried offers prior to the scheduled opening/closing time. Package must be plainly marked ON THE OUTSIDE OF THE COMMERCIAL CARRIER'S ENVELOPE with the solicitation number, date, and time set forth for receipt of offers as indicated in Block 8 of the Standard Form 1449.

   c. **Facsimile offers (if authorized; see "Addendum" to 52.212-1 (b) or offer modifications/withdrawals should be transmitted to**:
      i. (215) 737-9216
      ii. (215) 737-8414
      iii. (215) 737-9300, -9301, -9302, or -9303.

   Offers submitted to any other telephone number shall not be considered for award.

3. **Continuation of Block 17a:**
   a. Contractor's assigned DUNS Number: _____________________
   (If you do not have a DUNS number, contact the individual identified in Block 7a or see 52.212-1, Instructions to Offerors—Commercial Items (paragraph j) for information on contacting Dun and Bradstreet.)

   b. CAGE Code: ___________

4. **Continuation of Block17b:**
   a. Remittance Address is: ________________________________
   ____
   ____

5. **Continuation of Blocks 19-24:** *SCHEDULE OF SUPPLIES/SERVICES*
   DIGITAL IMAGING NETWORK-PICTURE ARCHIVING AND COMMUNICATIONS SYSTEMS (DIN-PACS):

   01A. DIN-PACS Systems and Components
   01B. System Options and Accessories
   01C. Upgrades
   01D. Contract Data Requirements List (CDRL)
   01E. Training
   01F. Maintenance Service
   01G. Turnkey Installation*

   *Turnkey Installation is defined as the procurement, site planning, site preparation and complete installation of medical systems at military and federal healthcare institutions world-wide through the management of contractual relationships with a single prime contractor.

   A. Pre-Award
   FOR EACH SYSTEM OR COMPONENT OFFERED IN YOUR PROPOSAL FOR ITEMS 01A-01G, PLEASE COMPLETE SUPPLIED SPREADSHEET (LABELED DINPACS III Contractor Price book Spreadsheet.xlsx) WITH THE FOLLOWING INFORMATION

   Item Category
   Vendor Catalog Number
   Description
   List Price ($)
   Discount (%)
   Net Price ($)
   Country of Origin

   B. Post Award
   After award, price book updates will be performed as needed at the discretion of the Contracting Officer. The price book format will be similar to the initial offer format that is referred to in this solicitation. Data must be supplied in categories, as follows (minimum):

   i. Existing Items - Deletions
   ii. Existing items - Price Reductions
   iii. New Items within existing product lines
   iv. Part Number changes, no price change
   v. Part number changes, price increase
   vi. Part number changes, price decrease
   vii. New Product Introductions
   viii. Other

   The price book update file must be a complete replacement of the existing price book as established by the initial award and modifications.

SOLICITATION RESPONSE SHEET FOR "NO OFFER"

FOR: SOLICITATION: SPM2D1-10-D-R-0011
DIGITAL IMAGING NETWORK-PICTURE ARCHIVING AND COMMUNICATIONS SYSTEMS (DIN-PACS)

OFFER DUE DATE/LOCAL TIME: February 11, 2010 – 3:00 P.M. LOCAL TIME

[ ] CANNOT COMPLY WITH SPECIFICATION

[ ] CANNOT MEET DELIVERY REQUIREMENT

[ ] NO OPEN PRODUCTION CAPACITY AT PLANT

[ ] DO NOT REGULARLY MANUFACTURE OR SELL TYPE OF ITEMS INVOLVED

[ ] OTHER (SPECIFY)

[ ] WE DO, [ ] WE DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED

NAME AND ADDRESS OF FIRM (INCLUDE ZIP CODE)

TYPE OR PRINT NAME AND TITLE OF SIGNER

SIGNATURE

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (MAR 2009)

(a) *Inspection/Acceptance*.

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment.

The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Government wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes*.

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes.

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.*

The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable Delays*.

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice*.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

Description, quantity, unit of measure, unit price and extended price of the items delivered;

FAR 52.212-4 (CONTINUED)

(iv) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
(v) Terms of any discount for prompt payment offered;
(vi) Name and address of official to whom payment is to be sent;
(vii) Name, title, and phone number of person to notify in event of defective invoice; and
(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
(ix) Electronic funds transfer (EFT) banking information.
(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration; or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.
(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent Indemnity*.
The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.*
(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
(2) *Prompt Payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
(3) *Electronic Funds Transfer(EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall –
(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the --
(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

FAR 52.212-4 (CONTINUED)

(B) Affected contract number and delivery order number, if applicable;
(C) Affected contract line item or subline item, if applicable; and
(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until the date paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final Decisions.* The Contracting Officer will issue a final decision as required by 33.211 if --

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 33.607-2).

(iv) FAR 52.212-4 (continued)

(v) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(vi) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under the contract.
(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vii) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on --

(A) The date on which the designated office receives payment from the Contractor;
(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(viii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

FAR 52.212-4 (CONTINUED)

(j) *Risk of Loss*.
Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin, or
(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*.
The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's Convenience*.
The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for Cause*.
The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*.
Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*.
The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of Liability*.
Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other Compliances.*
The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with Laws Unique to Government Contracts*.
The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts funded under that Act; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

FAR 52.212-4 (CONTINUED)

(s) *Order of Precedence*.
Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services;
(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause;
(3) The clause at 52.212-5;
(4) Addenda to this solicitation or contract, including any license agreements for computer software;
(5) Solicitation provisions if this is a solicitation;
(6) Other paragraphs of this clause;
(7) The Standard Form 1449;
(8) Other documents, exhibits, and attachments; and
(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to

(A) Change the name in the CCR database;
(B) Comply with the requirements of Subpart 42.12; and
(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

FAR 52.212-4 (CONTINUED)

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov or by calling 1-888-227-2423 or 269-961-5757.

ADDENDUM TO 52.212-4

1. **Addenda to 52.212-4(c) Changes**
   The clause at FAR 52.243-1, Changes-Fixed Price (Aug 1987) is incorporated herein by reference.
2. **Addenda to 52.212-4(g) Invoice**
   Substitute the following for the first sentence:
   The Contractor shall submit an electronic invoice to the address designated in the contract to receive payment.
3. **Addenda to 52.212-4(i) Payment**

MILESTONE PAYMENT SCHEDULE

In order to establish an equitable distribution of payments which recognize the Contractor's accomplishment of critical milestones, as well as reflecting payment terms and conditions in the commercial marketplace, the following payment schedule is established:

	Equipment Delivery	**Acceptance of Site Preparation (Turnkey Installation)**	**Final System Acceptance**
CLIN			
Equipment	**80%**		**20%**
Equipment Installation			100%
Site Preparation (Turnkey Installation)		**100%**	

CDRL'S will be paid upon complete delivery of documentation meeting all requirements of the contact.

Payments for post-warranty maintenance will be made on a quarterly basis at the end of each completed quarter (in arrears).

ADDENDUM TO 52.212-4 CONTINUED

4. **CONTRACT CLAUSES INCORPORATED BY REFERENCE**

THE CLAUSES LISTED BELOW ARE INCORPORATED BY REFERENCE WITH THE SAME FORCE AND EFFECT AS IF THEY WERE GIVEN IN FULL TEXT. UPON REQUEST, THE CONTRACTING OFFICER WILL MAKE THEIR FULL TEXT AVAILABLE. (Also, the full text of solicitation clauses and provisions may be accessed electronically at the following websites):

FAR, DFARS, DLAD, and DSCP Local Clauses – http://www.dla.mil/j-3/j-336/icps.htm
PROCLTRs and FARS Deviations – http://www.dla.mil/j-3/j-3311/dlad/rev5.htm

CLAUSE NUMBER	TITLE/DATE
FAR 52.203-12	Limitation on Payments to Influence certain Federal Transactions (SEP 2007)
FAR 52.204-7	Central Contractor Registration (APRIL 2008)
FAR 52.208-9	Contractor Use of Mandatory Sources of Supply or Service (OCT 2008)
FAR 52.209-6	Protecting the Government's Interests When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (SEP 2006)
FAR 52.216-27	Single or Multiple Awards (OCT 1995)
FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)
FAR 52.232-17	Interest (OCT 2008)
FAR 52.232-18	Availability of Funds (APR 1984)
FAR 52.242-13	Bankruptcy (JULY 1995)
FAR 52.242-15	Stop-Work Order (AUG 1989)
FAR 52.241-17	Government Delay of Work (APR 1984)
DFARS 252.204-7003	Control of Government Personnel Work Product (APR 1992)
DFARS 252.204-7004	Alternate A, Central Contractor Registration (SEP 2007)
DFARS 252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (DEC 2006)
DFARS 252.225-7002	Qualifying Country Sources as Subcontractors (APR 2003)
DFARS 252.232-7010	Levies on Contract Payments (DEC 2006)
DLAD 52.211-9010	Shipping Documentation - MIL-STD-129P (MAY 2006)
DLAD 52.233-9000	Agency Protests (SEP 1999)
DLAD 52.247-9012	Requirements for Treatment of Wood Packaging Material (WPM) (FEB 2007)

ADDENDUM TO 52.212-4 CONTINUED

5. **THE FOLLOWING ADDITIONAL CLAUSES ARE INCORPORATED IN FULL TEXT:**

ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER TERMINATION FOR CAUSE (JULY 2004)

If this contract is terminated in whole or part for cause pursuant to Paragraph (m) of the clause included in this contract entitled "Contract Terms and Conditions - Commercial Items", and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The Contractor and Government expressly agree that in addition to any excess costs of repurchase, or any other damages resulting from the Contractor's default, the Contractor shall pay, and the Government shall accept, the sum of $1,155.00 as payment in full for the administrative costs of such repurchase. The assessment of damages for administrative costs shall apply for any termination for cause for which the Government repurchases the terminated supplies or services, regardless of whether any other damages are incurred and/or assessed.

DFARS 252.211-7006 RADIO FREQUENCY IDENTIFICATION (FEB 2007)

(a) *Definitions.* As used in this clause—

"Advance shipment notice" means an electronic notification used to list the contents of a shipment of goods as well as additional information relating to the shipment, such as order information, product description, physical characteristics, type of packaging, marking, carrier information, and configuration of goods within the transportation equipment.

"Bulk commodities" means the following commodities, when shipped in rail tank cars, tanker trucks, trailers, other bulk wheeled conveyances, or pipelines:

(1) Sand.
(2) Gravel.
(3) Bulk liquids (water, chemicals, or petroleum products).
(4) Ready-mix concrete or similar construction materials.
(5) Coal or combustibles such as firewood.
(6) Agricultural products such as seeds, grains, or animal feed.

"Case" means either a MIL-STD-129 defined exterior container within a palletized unit load or a MIL-STD-129 defined individual shipping container.

"Electronic Product Code™ (EPC)" means an identification scheme for universally identifying physical objects via RFID tags and other means. The standardized EPC data consists of an EPC (or EPC identifier) that uniquely identifies an individual object, as well as an optional filter value when judged to be necessary to enable effective and efficient reading of the EPC tags. In addition to this standardized data, certain classes of EPC tags will allow user-defined data. The EPC tag data standards will define the length and position of this data, without defining its content.

"EPCglobal™" means a joint venture between EAN International and the Uniform Code Council to establish and support the EPC network as the global standard for immediate, automatic, and accurate identification of any item in the supply chain of any company, in any industry, anywhere in the world.

ADDENDUM TO 52.212-4 CONTINUED

"Exterior container" means a MIL-STD-129 defined container, bundle, or assembly that is sufficient by reason of material, design, and construction to protect unit packs and intermediate containers and their contents during shipment and storage. It can be a unit pack or a container with a combination of unit packs or intermediate containers. An exterior container may or may not be used as a shipping container.

"Palletized unit load" means a MIL-STD-129 defined quantity of items, packed or unpacked, arranged on a pallet in a specified manner and secured, strapped, or fastened on the pallet so that the whole palletized load is handled as a single unit. A palletized or skidded load is not considered to be a shipping container. A loaded 463L System pallet is not considered to be a palletized unit load. Refer to the Defense Transportation Regulation, DoD 4500.9-R, Part II, Chapter 203, for marking of 463L System pallets.

"Passive RFID tag" means a tag that reflects energy from the reader/interrogator or that receives and temporarily stores a small amount of energy from the reader/interrogator signal in order to generate the tag response.

(1) Until February 28, 2007, the acceptable tags are—
 (i) EPC Class 0 passive RFID tags that meet the EPCglobal Class 0 specification; and
 (ii) EPC Class 1 passive RFID tags that meet the EPCglobal Class 1 specification. This includes both the Generation 1 and Generation 2 Class 1 specifications.

(2) Beginning March 1, 2007, the only acceptable tags are EPC Class 1 passive RFID tags that meet the EPCglobal Class 1 Generation 2 specification. Class 0 and Class 1 Generation 1 tags will no longer be accepted after February 28, 2007.

"Radio Frequency Identification (RFID)" means an automatic identification and data capture technology comprising one or more reader/interrogators and one or more radio frequency transponders in which data transfer is achieved by means of suitably modulated inductive or radiating electromagnetic carriers.

"Shipping container" means a MIL-STD-129 defined exterior container that meets carrier regulations and is of sufficient strength, by reason of material, design, and construction, to be shipped safely without further packing (e.g., wooden boxes or crates, fiber and metal drums, and corrugated and solid fiberboard boxes).

(b) (1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall affix passive RFID tags, at the case and palletized unit load packaging levels, for shipments of items that—

 (i) Are in any of the following classes of supply, as defined in DoD 4140.1-R, DoD Supply Chain Materiel Management Regulation, AP1.1.11:
  (A) Subclass of Class I - Packaged operational rations.
  (B) Class II - Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.
  (C) Class IIIP – Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.
  (D) Class IV – Construction and barrier materials.
  (E) Class VI - Personal demand items (non-military sales items).
  (F) Subclass of Class VIII – Medical materials (excluding pharmaceuticals, biologicals, and reagent - suppliers should limit the mixing of excluded and non-excluded materials).
  (G) Class IX – Repair parts and components including kits, assemblies and subassemblies, reparable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and

ADDENDUM TO 52.212-4 (CONTINUED)

(ii) Are being shipped to any of the following locations:
(A) Defense Distribution Depot, Susquehanna, PA: DoDAAC W25G1U or SW3124.
(B) Defense Distribution Depot, San Joaquin, CA: DoDAAC W62G2T or SW3224.
(C) Defense Distribution Depot, Albany, GA: DoDAAC SW3121.
(D) Defense Distribution Depot, Anniston, AL: DoDAAC W31G1Z or SW3120.
(E) Defense Distribution Depot, Barstow, CA: DoDAAC SW3215.
(F) Defense Distribution Depot, Cherry Point, NC: DoDAAC SW3113.
(G) Defense Distribution Depot, Columbus, OH: DoDAAC SW0700.
(H) Defense Distribution Depot, Corpus Christi, TX: DoDAAC W45H08 or SW3222.
(I) Defense Distribution Depot, Hill, UT: DoDAAC SW3210.
(J) Defense Distribution Depot, Jacksonville, FL: DoDAAC SW3122.
(K) Defense Distribution Depot, Oklahoma City, OK: DoDAAC SW3211.
(L) Defense Distribution Depot, Norfolk, VA: DoDAAC SW3117.
(M) Defense Distribution Depot, Puget Sound, WA: DoDAAC SW3216.
(N) Defense Distribution Depot, Red River, TX: DoDAAC W45G19 or SW3227.
(O) Defense Distribution Depot, Richmond, VA: DoDAAC SW0400.
(P) Defense Distribution Depot, San Diego, CA: DoDAAC SW3218.
(Q) Defense Distribution Depot, Tobyhanna, PA: DoDAAC W25G1W or SW3114.
(R) Defense Distribution Depot, Warner Robins, GA: DoDAAC SW3119.
(S) Air Mobility Command Terminal, Charleston Air Force Base, Charleston, SC: Air Terminal Identifier Code CHS.
(T) Air Mobility Command Terminal, Naval Air Station, Norfolk, VA: Air Terminal Identifier Code NGU.
(U) Air Mobility Command Terminal, Travis Air Force Base, Fairfield, CA: Air Terminal Identifier Code SUU.
(V) A location outside the contiguous United States when the shipment has been assigned Transportation Priority 1.

(2) The following are excluded from the requirements of Paragraph (b)(1) of this clause:
(i) Shipments of bulk commodities.
(ii) Shipments to locations other than Defense Distribution Depots when the contract includes the clause at FAR 52.213-1, Fast Payment Procedures.

(c) The Contractor shall—
(1) Ensure that the data encoded on each passive RFID tag are unique (i.e., the binary number is never repeated on any and all contracts) and conforms to the requirements in paragraph (d) of this clause;
(2) Use passive tags that are readable; and
(3) Ensure that the passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MIL-STD-129 (Section 4.9.2) tag placement specifications.

(d) *Data syntax and standards*. The Contractor shall encode an approved RFID tag using the instructions provided in the most recent EPC™ Tag Data Standards in effect at the time of contract award. The EPC™ Tag Data Standards are available at http://www.epcglobalinc.org/standards/.
(1) If the Contractor is an EPCglobal™ subscriber and possesses a unique EPC™ company prefix, the Contractor may use any of the identity types and encoding instructions described in the most recent EPC™ Tag Data Standards document to encode tags.

ADDENDUM TO 52.212-4 (CONTINUED)

(2) If the Contractor chooses to employ the DoD Identity Type, the Contractor shall use its previously assigned Commercial and Government Entity (CAGE) Code and shall encode the tags in accordance with the tag identity type details located at http://www.acq.osd.mil/log/rfid/tag_data.htm. If the Contractor uses a third party packaging house to encode its tags, the CAGE code of the third party packaging house is acceptable.

(3) Regardless of the selected encoding scheme, the Contractor is responsible for ensuring that each tag contains a globally unique identifier.

(e) *Receiving report*. The Contractor shall electronically submit advance shipment notice(s) with the RFID tag identification (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at http://www.acq.osd.mil/log/rfid/advance_shipment_ntc.htm.

FAR 52.211-16 VARIATION IN QUANTITY (APR 1984)

(a) A variation in quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in Paragraph (b) of this clause.

(b) The permissible variation shall be limited to: 0% increase 0% decrease

This increase or decrease shall apply to all orders.

52.215-9007 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held to explain the requirements of this solicitation and to respond to questions raised by prospective Offerors. Prospective Offerors are encouraged to attend. To arrange attendance, prospective Offerors are requested to contact **Mr. Robert Coupe via e-mail at Robert.Coupe@dla.mil or via telephone at 215-737-7895.**

The date, time and location of the conference are provided below:

Date:	January 8, 2010
Time:	9:00 A.M.
Location:	Defense Supply Center Philadelphia Bldg. 6 Auditorium 700 Robbins Avenue Philadelphia, PA 19111

ADDENDUM TO 52.212-4 (CONTINUED)

Prospective offerors are requested to submit questions regarding the solicitation in writing via electronic mail to the above e-mail address five (5) days in advance of the conference to allow their inclusion in the agenda. Questions will be considered at any time prior to or during the conference; however, offerors will be asked to confirm verbal questions in writing.

The Government will not be liable for expenses incurred by an offeror prior to contract award.
Offerors are cautioned that remarks and explanations provided at the conference shall not change the terms of this solicitation unless the solicitation is amended in writing. Offerors may obtain a copy of the conference minutes from the Contracting Officer.

52.216-18 ORDERING (OCT 1995)

Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **date of award** through **the end of the base period**. If Option period one is exercised, such orders may be issued from the **effective date of the first option period** through **the end of the first option period.** If option period two is exercised, such orders may be issued from the **effective date of the second option period** through **the end of the second option period.**

All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

NOTE: Ordering Activities:

DEFENSE SUPPLY CENTER PHILADELPHIA
DIRECTORATE OF MEDICAL MATERIEL
700 ROBBINS AVENUE
DSCP-FSDB – CONTRACTING OFFICER
PHILADELPHIA, PA 19111-5092

DEPT. OF VETERANS AFFAIRS
NATIONAL ACQUISITION CENTER
1ST AVE. NORTH OFF 22ND
BUILDING 37
HINES, IL 60141

52.216-9006 ADDITION/DELETION OF ITEMS (AUG 2005)-DLAD

(a) The Government reserves the right to unilaterally delete items that were available from only one manufacturer at the time of award if an alternate source of supply becomes available or the Government's requirements are modified to provide for full and open competition. The Government will provide a 30 day advance notice to the contractor prior to deleting any item from the contract.

(b) New items may be added to the contract through bilateral modification with negotiated prices. All new requirements are subject to synopsis prior to addition to the contract.

ADDENDUM TO 52.212-4 (CONTINUED)

(c) Discontinued Items:

(1) The contractor agrees to provide the Government with immediate, written notification when an item is to be discontinued by the manufacturer, including a recommendation for any potential substitute or replacement items. If the Government elects to include a substitute or replacement item in the contract, the contract will be modified accordingly.

(2) If an item is discontinued without replacement, the notice should include a recommendation concerning the availability of items that are comparable in form, fit, and function. The contractor shall not incur any costs related to alternate sources of supply without the express written approval of the Contracting Officer. The Government has the option to make a last time order, or series of orders, within 30 days after receiving written notification of the discontinued item after which the item will be deleted from the contract. The contractor shall honor any last time order unless it is returned to the ordering office within 10 days after issuance, with written notice stating the full quantity is not available for shipment. The terms of such order(s) will be negotiated by the parties, including changes to the delivery schedule and maximum quantity available for shipment.

52.219-16 Order Limitations (Oct 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than **$0** *[insert dollar figure or quantity]*, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order*. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of N/A *[insert dollar figure or quantity]*;

(2) Any order for a combination of items in excess of N/A *[insert dollar figure or quantity]*; or

(3) A series of orders from the same ordering office within N/A days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **30** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

ADDENDUM TO 52.212-4 (CONTINUED)

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(ii) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(iii) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(iv) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(v) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **60 days beyond the expiration date of the contract**.

52.217-9P12 OPTION FOR INDEFINITE-DELIVERY, INDEFINITE-QUANTITY CONTRACT TERM EXTENSION (Oct 2008)

(ii) Acceptance of the option provision(s)/clauses contained herein is mandatory. Failure to indicate acceptance of the option by annotating the Offeror's option price in the Schedule or elsewhere in the solicitation will be deemed non-acceptance of the option and may result in rejection of the Offeror's entire bid/proposal.

(iii) Offerors may offer options at unit prices which differ from the unit prices for the base ordering period. These prices may vary with the quantities actually ordered and the dates when ordered.

(iv) The contracting officer may extend the term of this contract for additional period consisting of **one two-year option and one one-year option** period(s) by written notice to the contractor within the time specified in the Schedule; provided that the contracting officer shall give the contractor a preliminary written notice of intent to extend at least **60 days** before expiration of the contract. The preliminary notice does not commit the Government to an extension.

(v) Performance under the option period shall continue at the same performance level specified for the basic contract.

(vi) The option to extend the term of the contract shall be exercised not later than three (3) days before the expiration date of the contract.

(vii) The option is deemed exercised when mailed or otherwise furnished to the contractor.

(viii) If the contracting officer exercises this option, the extended contract shall be considered to include this option clause and the minimum and maximum quantities specified in the award for that option period will apply.

ADDENDUM TO 52.212-4 (CONTINUED)

(ix) The total duration of any options exercised under this clause, shall not exceed _2 years_.
(x) The following provisions apply only to negotiated acquisitions:
  (1) If an option has been priced under this solicitation and is to be exercised at time of award of the basic contract, the submission of certified cost or pricing data shall be required prior to award where the combined dollar value of the basic contract and option exceeds $650,000, unless an exemption thereto is appropriate in accordance with FAR 15.403-1.

  (2) Prior to the award of any contract which will contain one or more priced options totaling $550,000 or more, the submission of certified cost or pricing data covering the basic contract and the option(s) shall be required regardless of when the option(s) may be exercised, unless an exemption thereto is appropriate in accordance with FAR 15.403-1.

52.242-9006 DELAY OF INSTALLATION FOR MEDICAL AND LABORATORY INSTRUMENTATION (APR 2008 MEDICAL) – DLAD

(a) Installation (reference installation clause) shall not commence until authorized by the Chief of Medical Materiel Services (CMMS) at the hospital. It shall be the Contractor's responsibility to inform the CMMS with information copy to the contracting officer, of any problems which may be anticipated in connection with installation or which will adversely affect performance once installation is completed. Such matters as inadequacy of power supply, limitations of site, or inadequate preparation of site shall be included in information reported prior to start of installation. Installation shall not proceed under such circumstances until notified by the CMMS at the hospital, with information copy to the contracting officer.
(b) Unless otherwise authorized by the contracting officer, installation of the system/equipment shall in no event exceed _120_ calendar days from the date of notice to proceed with installation.
(c) In the event that progress in the installation is interrupted through no fault of the contractor, the continuous installation referred to in the installation clause may be terminated until such time as the cause of delay has been eliminated, and then shall be resumed within 24 hours after the contractor has been notified by the CMMS that work may again proceed. (Except in those situations where life and/or property would be imperiled by such delay, termination of installation shall be made only after 2 hours notice has been given to CMMS at the hospital receiving installation.)

52.246-9036 ACCEPTANCE OF INSTALLATION FOR MEDICAL AND LABORATORY INSTRUMENTATION (APR 2008 MEDICAL) – DLAD

(a) Upon completion of installation, the equipment shall be turned over to the hospital for use, and the contractor shall furnish, a written notice of readiness for inspection of the equipment to DSCP-FSD, Chief, Biomedical Systems Office, Directorate of Medical Materiel, Defense Supply Center Philadelphia, 700 Robbins Avenue, Phila., PA 19111-5092. Final acceptance of installation shall be made by Chief, Biomedical Systems Office, DSCP-FSD, based upon an inspection and test to be performed at government expense within 30 days from date of receipt of request for inspection. The Chief of Medical Materiel Services (CMMS) at the hospital shall notify the contractor 72 hours in advance of inspection. The contractor shall be responsible for connecting test equipment and operating the components during inspection testing. Minor discrepancies which may be corrected during the inspection shall not be cause for rejection. If acceptance inspection is not conducted within 30 days from date of receipt of request for inspection, the Government shall accept installation. Use of equipment during the period between completion of installation and inspection or inspection and re-inspection shall not negate the right on the part of the Government to reject installation.

ADDENDUM TO 52.212-4 (CONTINUED)

(b) In the event the installation is rejected as a result of the first inspection, contractor shall be advised as to deficiencies which were cause for rejection. It shall be contractor's responsibility to correct reported deficiencies and to advise the contracting office when all corrections have been made and equipment is ready for re-inspection. Re-inspection shall be performed by the Government with all costs incurred chargeable to the contractor's account.

(c) If deficiencies found at the time of inspection are corrected within 14 calendar days, date of acceptance shall be the date notice of readiness for inspection is received at DSCP-FSD. Failure to correct deficiencies within the 14 day period shall result in a day-for-day extension of the warranty period.

52.246-9038 INSTALLATION OF MEDICAL AND LABORATORY INSTRUMENTATION (APR 2008 MEDICAL) – DLAD

Installation shall include electrical and mechanical interconnection between components of the system. The contractor shall not be responsible for effecting the connection between power source and the control unit; but shall supervise the installation of this electrical line. Contractor installation shall not include rigging, carpentry work, plumbing, conduit, wire in conduit, junction boxes, line switches, or fuses. The contractor shall be responsible for visiting the site of installation, surveying power requirements, and, in accordance with customary trade practices, providing the Chief of Medical Materiel Services (CMMS) at the hospital with complete layout plans, room preparation drawings and instructions within __30__ calendar days after award of contract. Such instructions shall specifically indicate the point at which responsibility for utility connection will be assumed by the contractor and shall indicate that material which is to be installed-furnished-contractor-installed. It shall be the responsibility of the Government to comply with the furnished drawings and/or instructions to provide for the proper installation. In addition, the contractor shall advise the activity as to the selection of the power supply required to feed the system. In all instances, when the system/equipment being procured or installed includes or will operate with other ancillary equipment, the contractor shall also furnish complete instructions and drawings which show interfacing of all system components.

52.246-9052 WARRANTY OF SUPPLIES (SEP 2008) – DLAD

(a) DEFINITIONS.

"Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing equipment or approves specific services as partial or complete performance of the contract.

"Correction," as used in this clause, means the elimination of a defect.

"Equipment," as used in this clause, means the end item furnished by the contractor. The word does not include "data" or "services".

"Services," as used in this clause, means performing installation services on the equipment so that it is fully operational and ready for immediate use.

"Training," as used in this clause, means performing operational and maintenance training relative to the equipment as required by the contract.

ADDENDUM TO 52.212-4 (CONTINUED)

(b) CONTRACTOR'S OBLIGATIONS.

(1) Notwithstanding inspection and acceptance by the Government of equipment furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the contractor warrants that after receipt of equipment at destination and continuing for an additional time of one year after date of acceptance of installation services*:

(i) All equipment, services and training furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and

(ii) The preservation, packaging, packing and marking, and the preparation for, and method of, shipment of such equipment will conform with the requirements of this contract; and

(iii) All equipment, services and training will be of a quality to pass without objection in the trade and will be fit for the particular purpose under the contract description.

*NOTE: When installation services are not required in the contract, then warranty coverage shall begin with the receipt of equipment at destination instead of acceptance of installation services.

(2) When return of the equipment to the contractor and redelivery, if applicable, is required, transportation charges and responsibility for the equipment while in transit shall be borne by the contractor. However, the contractor's liability for such transportation charges shall not exceed an amount equal the cost of transportation by the usual commercial method of shipment between the designated point specified in this contract and the contractor's plant, and return. The contractor shall also be liable for:

(i) Handling costs and incidental charges incurred by the Government in the preparation of the above described equipment for return to the contractor and in return of said equipment to place of installation after redelivery by the contractor; and

(ii) Cost of government examination of the corrected or replaced equipment computed and charged at the flat rate of $49.28 per hour

(3) Any equipment or parts thereof, corrected or furnished in replacement and any service or training reperformed under this clause, shall also be subject to the terms of this clause to the same extent as equipment, services and training initially delivered. The warranty, with respect to immediately above described equipment, parts thereof, services and training, shall be equal in duration to that in paragraph (b)(1) of this clause and shall begin upon inspection and acceptance of the corrected or replaced equipment or parts, or the reperformed service or training.

(c) REMEDIES AVAILABLE TO THE GOVERNMENT.

(1) <u>Notice Requirement</u>: The contracting officer shall give written notice to the contractor of any breach of warranties in paragraph (b) of this clause starting from receipt of equipment at destination and continuing for an additional time of 13 months after date of acceptance of installation services.

ADDENDUM TO 52.212-4 (CONTINUED)

(2) Conformance of equipment or parts thereof, services thereon or training subject to warranty action shall be determined in accordance with the inspection and acceptance procedures contained in the contract except as provided herein. If the contract provides for sampling, the contracting officer may group any equipment delivered under this contract. The size of the sample shall be that required by the sampling procedure specified in the contract for the quantity of equipment on which warranty action is proposed. Warranty sampling results may be projected over equipment in the same shipment or other equipment contained in other shipments even though all of such equipment are not present at the point of reinspection and regardless of whether such equipment has been issued or consumed, provided (1) the equipment from which the samples were drawn are reasonably representative of the quantity on which warranty action is proposed, and (2) the defects found in the sample size are sufficient to reject the quantity of equipment on which warranty action is proposed, even though the sample size may be less than that required for such quantity. The original inspection lots need not be reconstituted, nor shall the contracting officer be required to use the same lot size as on original inspection. Within a reasonable time after the notice, the contracting officer may exercise one or more of the following remedies and also, following the exercise of an option, may unilaterally change it to one or more of the other remedies set forth below:

(i) Require an equitable adjustment in the contract price for any equipment or group of equipment, for the installation thereof, for training or for any combination thereof;

(ii) Either before, during or after installation, screen the equipment at contractor's expense and return all nonconforming equipment to the contractor for correction or replacement and performance or reperformance of installation services and training upon return of the equipment or for any combination thereof;

(iii) Either before, during or after installation, require the contractor to screen the equipment and to correct/replace all nonconforming equipment or perform/reperform any installation services and training or for any combination thereof at destination. The contractor shall proceed in accordance with the "Service Requirements" clause incorporated elsewhere in the contract;

(iv) Either before, during or after installation, return any equipment or group of equipment under this clause to the contractor (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement, and performance or reperformance of installation services and training upon return of the equipment or for any combination thereof;

(v) Either before, during or after installation, return or hold for the contractor's account any equipment or group of equipment delivered hereunder, whereupon the contractor shall repay the contract price paid for the equipment, services, training or any combination thereof. In such event, the Government may reprocure similar equipment services and training as applicable, upon such terms and in such manner as the contracting officer may deem appropriate, and charge to the contractor the additional cost occasioned the Government thereby.

ADDENDUM TO 52.212-4 (CONTINUED)

(4) When remedy(c) (2) (ii), (c) (2) (iii), or (c) (2) (iv) of this clause is exercised, the contractor may be required to submit in writing and within 30 days after receipt of notice of such invocation a schedule for either:

(i) Correction and/or replacement of all defective equipment and subsequent redelivery of the returned equipment; or,

(ii) Screening defective equipment at each destination involved and subsequent redelivery of all corrected and/or replaced equipment as well as performance or reperformance of installation services, training or any combination thereof upon return of the equipment. Such schedule will become a part of the contract delivery schedule upon agreement thereto by the Government. If the contractor fails to provide an agreeable schedule within the specified period or any extension agreed to by the Government, the Government may correct the items and charge the contractor's account or issue a contract for correction of the items and charge the contractor's account; or exercise one or more of the remedies specified in paragraph (4) below.

(iii) If the contractor fails to accept return of the nonconforming equipment; or fails to make redelivery of the corrected or replaced equipment to the Government or to perform or reperform installation services, training, or any combination thereof within the time established; or fails to make progress after its return to correct or replace it so as to endanger performance within the time established for redelivery and does not cure such failure within a period of 10 days (or such longer period as the contracting officer may authorize in writing) after receipt of notice from the contracting officer specifying such failure, the contracting officer may exercise one or more of the following remedies:

(iv) Retain or have the contractor return the nonconforming equipment and require an equitable adjustment in the contract price for the equipment, for the installation thereof, for training or for any combination thereof.

(v) Return or hold the nonconforming equipment for the contractor's account, or require the return of the nonconforming equipment and then hold for the contractor's account, whereupon the contractor shall repay the contract price for the equipment, services, training or any combination thereof. In such event, the Government may reprocure similar equipment, services and training upon such terms and in such manner as the contracting officer may deem appropriate, and charge to the contractor the additional costs occasioned the Government thereby.

(vi) If the contractor fails to furnish timely disposition instructions, dispose of the nonconforming equipment for the contractor's account in a reasonable manner, in which case the Government is entitled to reimbursement from the contractor or from the proceeds for the reasonable expenses of the care and disposition of the nonconforming equipment, as well as for any other costs incurred or to be incurred.

(5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

(d) Failure to agree upon any determination to be made under this clause shall be a dispute concerning a question of fact within the meaning of the "Disputes" clause of this contract.

(e) When the contract specifies ultimate delivery of equipment to a location outside the contiguous United States, such location shall be deemed the destination for purposes of this clause.

ADDENDUM TO 52.212-4 (CONTINUED)

<u>THE FOLLOWING ARE INCORPORATED:</u>

CHANGES FOR SUBSTITUTE AND/OR UPGRADE ITEMS

The Government reserves the right to issue changes for substitute items to incorporate product upgrades.

Award will be made for the make and model offered. If the contractor upgrades its product line or enhances an awarded line item after award, substitutions may be permitted only with the express written consent of the Contracting Officer. Generally, substitutions will only be permitted at no additional cost. Substitutions, if approved, will be effective for orders issued after the aforementioned consent is provided.

If optional accessories are added to contractor's product line after award, such accessories may be *added* to the contract only with the express written consent of the Contracting Officer. The contractor shall submit a proposal including product descriptions and proposed prices to the Contracting Officer.

SPECIALS OR DISCOUNTS

Contractors may offer "specials" or "discounts" at any time during the term of the contract. Once the "special" or "discount" period expires, prices will revert to the contract price(s) in effect for that term.

TRADE-IN POLICY

Contractors may offer "trade-ins" of existing equipment at any time during the term of the contract. These trade-ins will be advertised to our customers. If our customer has an item to trade-in, either DSCP and/or the customer will contact the contractor to determine the terms and conditions of the trade-in at time of inquiry. If the contractor offers a trade-in under the existing contract, the terms and conditions of the trade-in must be forwarded to the Contracting Officer. The letter must state at a minimum the Model Number of the trade-in and the dollar credit for the trade-in towards the purchase of the new equipment. The letter must be signed by the Contractor.

ECONOMIC PRICE ADJUSTMENT – ESTABLISHED CATALOG PRICE (ADJUSTMENT FREQUENCYUNLIMITED) NON-ECAT (JAN 2002) DSCP

(a) All price adjustments authorized or mandated by this clause are based upon changes in the Contractor's List Prices and certain Federal Supply Schedule (FSS) Unit Prices. The clause also provides for voluntary price reductions (VPR) in the form of "specials" or "discounts".

(b) Definitions:

  (1) Contract Unit Price**:** The price per unit of issue comprised of the "List Price" and the applicable "Discount". The Contract Unit Price is determined by reducing the applicable List Price by the appropriate Discount. The list prices and discounts shall be listed in the contract. The resulting net contract unit prices may or may not be listed in the contract at the discretion of the Contracting Officer.

ADDENDUM TO 52.212-4 (CONTINUED)

(2) Discount**:** The percentage reduction off the List Price proposed by the contractor, accepted by the Government, and maintained in the contract file by the Government. These percentages may vary per item and quantity ordered. They shall be agreed to at time of award and may not be reduced for the life of the contract. These discounts are in addition to any standard trade discounts in the contractor's established commercial Catalog/Price List. (Contractors may offer larger discounts and/or reduced List Prices at any time.)

(3) List Price: The established Catalog Unit Prices of the items. In order for a "List Price" to meet the criteria as an established Catalog Price, it must meet the definition in (c)(1) below.

(4) Voluntary Price Reduction (VPR): See paragraph (l) below.

(c) (1) The term "established Catalog Unit Price", as used in this clause, means a Unit Price that (i) is a Catalog Price for a commercial item sold in substantial quantities to the general public and (ii) is the net price after applying any standard trade discounts offered by the contractor.

(2) Unless otherwise specified, all reference to the terms "FSS Unit Price"(s) or "FSS Price(s)" as used in this clause, shall be the prices appearing in the contractor's current Federal Supply Schedule for the same items under this contract.

(d) The offeror/contractor warrants that (1) the List Prices and the subsequent revisions thereto are the established Catalog Unit Prices in effect at time of Award or adjustment for like quantities of the same items and (2) any Contract Unit Prices determined using these List Prices do not include allowances for any portion of the contingency covered by this clause. The offeror/contractor also warrants that any Contract Unit Prices determined using FSS Unit Prices do not include allowances for any portion of the contingency covered by this clause.

(vi) Prior to award the contractor must furnish:

(1) their current established Catalog/Price List, offered Discounts, proposed Contract Unit Prices; and

(2) a copy of their current FSS's, FSS Unit Prices, and the FSS contract expiration dates applicable to any items offered as well as any other information required by the Contracting Officer.

(vii) Upon acceptance by the Government, the Award Unit Prices will be established at the List Prices minus the offered Discounts provided the resulting Contract Unit Prices do not exceed any current FSS Unit Price for the same item. Accordingly, offers are cautioned to propose discounts which, when applied to the list prices, will not exceed FSS Unit Prices.

(viii) Downward Adjustments.

(1) Downward adjustments to Contract Unit Prices are mandated whenever there are decreases in either 1) List Prices or 2) *FSS Unit Prices when the reduction results in a revised FSS Price which is now lower than the current Contract Unit Price.* The contractor shall promptly notify the Contracting Officer in writing of the amount and effective date of each decrease in List Price and any FSS Unit Price reduction *which results in an FSS Unit Price which is now lower than the current Contract Unit Price*. If the offered price decrease is based upon a reduction in List Price or FSS Price, the Contractor shall propose a lower Contract Unit Price taking into consideration the benchmarks in paragraphs (g)(2) and (3) below. The contractor must furnish a copy of the revised Catalog/Price List or FSS Unit Price as soon as it is available. Also, the contractor must provide an Excel spreadsheet or ACCESS Database (in both hard copy and disc) that displays for each item with an offered decrease in Contract Unit Price the appropriate information below. For reductions in List Price(s), the Contractor shall submit this information at least 60 days prior to the date when the reduced List Prices take effect. For reductions in FSS Price(s), the Contractor shall provide this information at least 30 days prior to the date the reduced FSS Unit Price(s) takes effect.

ADDENDUM TO 52.212-4 (CONTINUED)

(i) For List Price or FSS Changes: The item number; e.g., 0001AA.
(ii) For List Price or FSS Changes: The Supplier (Catalog); e.g., ABC Imaging, Inc.
(iii) For List Price or FSS Changes: The Product Name/Nomenclature; e.g., High Speed Handpiece.
(iv) For List Price or FSS Changes: Part Number; e.g., HIH 2000
(v) For List Price or FSS Changes: The List Price upon which the current Contract Unit Price is based.
(vi) For List Price or FSS Changes: The applicable Contract Discount used as a basis for determining the current Contract Unit Price.
(vii) For List Price or FSS Changes: The Contract Unit Price currently in effect**.**
(viii) For List Price Changes: The reduced List Price.
(ix) For List Price Changes: The applicable Contract Discount or larger Contract Discount now offered.
(x) For List Price or FSS Changes: The reduced Contract Unit Price now offered.
(xi) For List Price Changes: The percentage decrease in List Price from the List Price which determined the current Contract Unit Price to the new, lower List Price.
(xii) For List Price Changes: The percentage change in Contract Unit Price from the current Contract Unit Price to the new lower Contract Unit Price now offered.
(xiii) For FSS Changes: The current FSS Unit Price which is about to expire and the new reduced FSS Unit Price which will replace it and triggered this Contract Unit Price reduction.
(xiv) For List Price Changes: For any items offered to the Department of Veterans Affairs (DVA) under the FSS, the current FSS Unit Price(s) for the same item.

(2) Reductions in List Price(s). If the offered price decrease is based upon a reduction in the List Price, the appropriate discount or larger discount now offered will be applied to each reduced List Price to determine the adjusted Contract Unit Price provided the proposed lower Contract Unit Price does not exceed the lower of the following two benchmarks:

(i) The offered reduction in Contract Unit Price on a percentage basis must be at least equal to the percentage reduction from the List Price currently in effect under the contract to the new lower List Price; i.e., the current Contract Unit Price must, as a minimum, be reduced by the percentage decrease in List Price.
(ii) The new proposed lower Contract Unit Price shall not exceed the current FSS Unit Price for the same item.

(3) FSS Price Reductions. If the offered price decrease is based upon a reduction in the FSS Price, the proposed lower Contract Unit Price shall not exceed the following benchmark:
The new proposed lower Contract Unit Price shall not exceed the revised lower FSS Price for the same item.

(4) If the proposed Contract Unit Price exceeds the lower of the appropriate List Price benchmarks (for reductions based upon reduced List Prices) or the FSS Price benchmark (for reductions based upon reduced FSS Prices), the Contracting Officer shall determine the proposed price reductions unreasonable and negotiate a price reduction which results in a Contract Unit Price that does not exceed the appropriate benchmarks. (All negotiated price reductions shall be confirmed in writing and will include the agreed-to price(s) and the list price(s) and discount(s) which make up these prices. Changes based upon FSS price reductions will be expressed in terms of the current list price and an appropriate discount which results in an adjusted Contract Unit Price which does not exceed the revised lower FSS Price.) If an agreement cannot be reached the Contracting Officer has the option of removing these items from the Contract or taking the action in the last sentence below. If the proposed Contract Unit Price does not exceed the lowest of the appropriate

ADDENDUM TO 52.212-4 (CONTINUED)

List Price or FSS Price benchmarks, it will be determined fair and reasonable. Upon acceptance of any proposed price decreases, the Government shall modify the contract to include the reduced list prices and discounts (Changes based upon FSS price reductions will be expressed in terms of the current list price and an appropriate discount which results in an adjusted Contract Unit Price which does not exceed the revised lower FSS Price). The adjusted Contract Unit Prices may or may not be shown in the modification at the discretion of the Contracting Officer. These reduced Contract Unit Prices shall apply to those items ordered on or after the effective date of the reduced List or FSS Unit Price(s). If the contractor fails to notify the Contracting Officer of any List Price or FSS Price decreases within the timeframe and in the manner stated above or agreement on any reduction cannot be reached, the Contracting Officer may determine the applicable adjustment and authorize a unilateral price adjustment retroactively applied to all items ordered on or after the effective date of the decrease in the Contractor's established List or FSS Prices**.**

(ix) Upward Adjustments.

(1) Upward adjustments may be requested at any time. However, any request for upward price adjustment must be based upon increases in List Prices only. The Contractor shall propose a Contract Unit Price taking into consideration the benchmarks in paragraph (g)(2). The request shall include a copy of the revised Catalog/Price List and the following for each item with a proposed increase in Contract Unit Price:

(a) A separate Excel spreadsheet or ACCESS database, in both hard copy and disc, that displays for each item with a proposed price increase the following information:

(A) The item number; e.g., 0003.

(B) The Supplier (Catalog); e.g., ABC Dental, Inc.

(C) The Product Name/Nomenclature**;** e.g., High Speed Handpiece.

(D) The Part Number; e.g., HIH2000.

(E) For the initial year, the List Price that determined the Award Unit Price, the applicable Contract Discount, and the Award Unit Price. For all subsequent contract years, the List Price that determined the highest Contract Unit Price that was in effect at any time during the preceding Contract Year, the applicable discount, and the highest Contract Unit Price that was in effect during the preceding Contract Year.

(F) The increased List Price and its effective date, the applicable Contract Discount or larger Contract Discount now offered, and the proposed higher Contract Unit Price.

(G) For the initial year, the percentage change from the List Price that determined the award unit price to the new higher List Price. For all subsequent contract years, the percentage change from the List Price that determined the highest Contract Unit Price that was in effect at any time during the preceding Contract Year to the new higher List Price.

(H) For the initial year, the percentage change from the award unit price to the new higher proposed Contract Unit Price. For all subsequent contract years, the percentage change from the highest Contract Unit Price that was in effect at any time during the preceding contract year to the new higher proposed Contract Unit Price.

(I) For any items offered to the Department of Veterans Affairs (DVA) under the FSS, the current FSS Unit Price(s) for the same item.

(J) Any other information required by the Contracting Officer.

ADDENDUM TO 52.212-4 (CONTINUED)

(2) Benchmarks. If any List Price increases, and the increase is authorized under this clause, the Contract Unit Prices for any corresponding items ordered after the increase takes effect shall be determined using the increased List Price and either the applicable Discount originally awarded or any larger Discount now offered that applies to the affected item. Proposed increases will be considered fair and reasonable if they do not exceed whichever is the lowest of the following three benchmarks:

(i) For the Initial Year of the contract, the proposed increase in Contract Unit Price on a percentage basis cannot exceed the percentage increase from the List Price that determined the award unit price to the new higher List Price. For all subsequent Contract Years, the proposed increase in Contract Unit Price on a percentage basis cannot exceed the percentage increase from the List Price that determined the highest Contract Unit Price that was in effect at any time during the preceding contract year to the new higher List Price.

(ii) Any proposed higher Contract Unit Price shall not exceed the current FSS Unit Price for the same item.

(iii) Any proposed higher Contract Unit Prices are subject to the following limitations:

(A) For the initial Contract Year, Contract Unit Price increases shall be limited to the following annual ceiling(s) applied to the award unit price for the same item (i.e., any proposed higher Contract Unit Price cannot exceed the award unit price plus the annual ceiling).

(B) For all subsequent Contract Years, Contract Unit Price increases shall be limited to the following annual ceiling(s) applied to the highest Contract Unit Price in effect during the preceding Contract Year for the same item (i.e., any proposed higher Contract Unit Price cannot exceed the highest Contract Unit Price in effect during the preceding Contract Year plus the annual ceiling.)

ANNUAL CEILING, ALL ITEMS: 10%

There is no percentage limit on downward adjustments under this clause.

(3) Upon approval of the proposed price increases, the Government shall modify the contract to include the increased list prices and discounts. The adjusted Contract Unit Prices may or may not be included in the modification at the discretion of the Contracting Officer. Upward price adjustments shall be effective within 60 days after receipt of the contractor’s request for upward price adjustment (or at the same time the increased List Price takes effect, whichever is later) unless the Contracting Officer is unable to determine during that period that a price increase on any item or items is fair and reasonable (i.e., the proposed Contract Unit Price exceeds the lowest of the three benchmarks above). In this case, no price increases will be authorized for those items until the Contracting Officer is able to determine the price increases for those items to be fair and reasonable. If necessary, the Contracting Officer shall conduct discussions with the Contractor to negotiate a price reduction which results in a Contract Unit Price that does not exceed the lowest of the three benchmarks. When discussions have concluded and an agreement which results in fair and reasonable prices is reached, the Contractor shall confirm the agreed-to price(s) in writing (The agreement shall also identify the list price and discount which makes up each agreed-to price.) Once the written agreement is received, the Government shall modify the contract to include the increased list prices and discounts. The adjusted Contract Unit Prices may or may not be included in the modification at the discretion of the Contracting Officer (No increases will be effective prior to the date the increased List Price(s) take effect.) If the Contracting Officer and the contractor are unable to agree upon the price for any items, the Contracting Officer will delete these items from the contract. In addition, the Contracting Officer may also, at any time, remove any item from the contract that the Contracting Officer believes is no longer reasonably priced (if the Contracting Officer and the contractor are unable to agree upon a reduced price) and notify customers accordingly.

ADDENDUM TO 52.212-4 (CONTINUED)

(4) Isolated incidents may occur for an item or group of items when proposed increases could exceed the annual ceiling benchmark in paragraph (h)(2)(iii). In such cases the Contractor can submit an adequately justified written request for Contracting Officer approval of an increase in Contract Unit Price that exceeds the ceiling. The Contracting Officer may approve the request on a one-time basis, increase the ceiling for the item or group of items if appropriate, negotiate a lower Contract Unit Price, or delete the item(s) from the contract. In no case may the increase in Contract Unit Price exceed the ceiling without written authorization from the Contracting Officer. Also, no increase will be authorized that results in a Contract Unit Price that exceeds the other benchmarks.

(5) Any increased List Prices shall not be used to compute Contract Unit Prices for Delivery Orders issued before the date the adjusted Contract Unit Prices take effect under the Contract.

(6) If the Contracting Officer removes items from the contract for price unreasonableness (see (g)(4) and (h)(3) and (4) above), all outstanding orders issued prior to the date the items are removed shall be delivered in accordance with the contract delivery schedule and the Government shall pay for such items at the Contract Unit Price in effect at the time of the order.

(i) If the Contracting Officer at any time has any reason to believe that the established List Price has been discontinued, the basis for the List Price has been substantially altered, or that the item no longer meets the criteria to qualify as an established Catalog Priced item, the Contractor shall furnish relevant information as required by the Contracting Officer. If the Contracting Officer determines that any of the preceding conditions are present and a substitute for determining price adjustments is needed, the parties shall promptly agree upon an appropriate substitute for determining adjustments pursuant to this clause. The Contract shall be modified to incorporate the substitute and its effective date.

(j) Pricing actions pursuant to paragraph (c) entitled "Changes" of FAR clause 52.212-4 (including any revisions by addendum thereto) or any other provision of this Contract will be priced as though there were no provisions for Economic Price Adjustment.

(k) Pending approval of any proposed price changes and the subsequent modification of the Contract Unit Prices, payment shall be made at the Contract Unit Prices in effect at the time of order.

(l) Voluntary Price Reductions (VPR): A "special or discount" offered by the Contractor which results in a voluntary price reduction for an item or group of items for a given period of time. The Contractor may offer a VPR at any time. The price reductions resulting from these VPRs will be in addition to any price reductions mandated by this EPA clause. The contractor shall notify the Contracting Officer when the VPR takes effect, which items are included, and the length of time the VPR will remain in effect. Once the "special or discount" period expires, prices will revert to the Contract Unit Price(s) in effect at that time.

If a List Price (or FSS Unit Price) decreases when a VPR is in effect, the VPR will remain in effect until it expires if it is lower than the proposed unit price decrease. If the Contractor requests a Contract Unit Price increase based upon an increased List Price when a VPR is in effect, the VPR shall remain in effect until it expires. Upon expiration of the VPR, prices will revert to the adjusted Contract Unit Prices, as calculated in accordance with this clause as if no VPR had been in effect.

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (APRIL 2009)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) **52.222-50**, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g))
___ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g))

(2) **52.233-3,** Protest after Award (AUG 1996) (31 U.S.C. 3553).

(3) **52.233-4**, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L., 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
(Contracting Officer shall check as appropriate.)

_X__ (1) **52.203-6**, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

____ (2) **52.203-13**, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub.L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note))

____ (3) **52.203-15,** Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5)

____ (4) **52.204-11**, American Recovery and Reinvestment Act - Reporting Requirements (MAR 2009) (Pub. L. 111-5)

____ (5) **52.219-3**, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).

____ (6) **52.219-4,** Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a)

____ (7) [Reserved]

____ (8) (i) **52.219-6**, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

____ (ii) Alternate I (OCT 1995) of 52.219-6.

____ (iii) Alternate II (MAR 2004) of 52.219-6.

____ (9) (i) **52.219-7**, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

____ (ii) Alternate I (OCT 1995) of 52.219-7

____ (iii) Alternate II (MAR 2004) of 52.219-7.

_X__ (10) 52.219**-8**, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d) (2) and (3)).

_X__ (11) (i) **52.219-9**, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637 (d)(4)). *[Add Alternate I when using Sealed Bidding procedures. Add Alternate II when subcontracting plans are required at time of initial proposal; generally, this Alternate should be included.]*

____Alternate II (OCT 2001) of 52.219-9.

____ (12) **52.219-14**, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a) (14)).

__X_ (13) 52.219**-16,** Liquidated Damages - Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d) (4)(F)(i)).

FAR 52.212-5 CONTINUED

[Paragraphs 14 through 16 are not applicable to DoD contracts at this time.]

_____ (14)(i) **52.219-23**, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

_____ (ii) Alternate I (JUNE 2003) of 52.219-23

_____ (15) **52.219-25,** Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

_____ (16) **52.219-26**, Small Disadvantaged Business Participation Program – Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

_____ (17) **52.219-27**, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (15 U.S.C. 657 f)

__X__ (18) **52.219-28,** Post Award Small Business Program Re-representation (APRIL 2009) (15 U.S.C. 632(a)(2)).

__X__ (19) **52.222-3**, Convict Labor (JUNE 2003) (E.O. 11755).

__X__ (20) **52.222-19,** Child Labor - Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).

__X__ (21) **52.222-21,** Prohibition of Segregated Facilities (FEB 1999).

__X__ (22) **52.222-26,** Equal Opportunity (MAR 2007) (E.O. 11246).

__X__ (23**)** **52.222-35**, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

__X__ (24) **52.222-36**, Affirmative Action for Workers with Disabilities (JUNE 1998) (29 U.S.C. 793).

_____ (25) **52.222-37**, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

_____ (26) **52.222-39**, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201)

_____ (27) **52.222-54**, Employment Eligibility Verification (JAN 2009) (Executive Order 12989) (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

____ (28)(i) **52.223-9**, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).

____ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C))

____ (29) **52.223-15**, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

____ (30) (i) **52.223-16**, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423)

(ii) Alternate I (DEC 2007) of 52.223-16

[Paragraphs (31) - (33) are not applicable to DoD contracts and have been deleted.]

____ (34) **52.225-13,** Restrictions on Certain Foreign Purchases (JUNE 2008) (E.o.s., proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (35) **52.226-4,** Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150)

____ (36) **52.226-5**, Restrictions on Subcontracting Outside Disaster or Emergency Area

FAR 52.212-5 CONTINUED

(NOV 2007) (42 U.S.C. 5150)

____(37) **52.232-29,** Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f).

____(38) **52.232-30,** Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f).

__X__(39) **52.232-33,** Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

____(40) **52.232-34**, Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332.)

____(41) **52.232-36**, Payment by Third Party (MAY 1999)(31 U.S.C. 3332.)

____(42) **52.239-1,** Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a)

[Paragraph (43) is not applicable to DoD contracts and has been deleted.]

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

____(1) **52.222-41**, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).

____ (2) **52.222-42**, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.)

____ (3) **52.222-43,** Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (41 U.S.C. 351, et seq.).

____(4) **52.222-44,** Fair Labor Standards Act and Service Contract Act – Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____5) **52.222-51**, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements (NOV 2007) (41 U.S.C. 351, *et. seq*.).

____ (6) **52.222-53**, Exemption from Application of the Service Contract Act to Contracts for Certain Services - Requirements (FEB 2009) (41 U.S.C. 351, *et. seq.*)

____ (7) **52.226-6,** Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247)

____(8**) 52.237-11**, Accepting and Dispensing of $1 Coin (SEPT 2008) (31 U.S.C. 5112 (p)(1))

(d) *Comptroller General Examination of Record*.

The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

FAR 52.212-5 CONTINUED

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) **52.203-13,** Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note))

(ii) **52.219-8,** Utilization of Small Business Concerns (MAY 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontractor (except subcontracts to small business concerns) exceeds $550,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) **52.203-15**, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). Applies to contracts funded under the Act.

(iv) **52.222-26**, Equal Opportunity (MAR 2007)(E.O. 11246);

(v) **52.222-35,** Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (SEP 2006)(38 U.S.C. 4212);

(vi) **52.222-36,** Affirmative Action for Workers with Disabilities (JUNE 1998)(29 U.S.C. 793);

(vii) **52.222-39**, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201)

(viii) **52.222-41,** Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, *et seq.)*

(ix) **52.222-50**, Combating Trafficking in Persons FEB 2009) (22 U.S.C. 7104(g).
___ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C 7104 (g))

(x) **52.222-51**, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements (NOV 2007) (41 U.S.C.351, *et.seq*.)

(xi) **52.222-53**, Exemption from Application of the Service Contract Act to Contracts for Certain Services - Requirements (FEB 2009) (41 U.S.C. 351, *et. seq.*)

(xii) **52.222-54**, Employment Eligibility Verification (JAN 2009)

(xiii) **52.226-6**, Promoting Excess Food Donations to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with Paragraph (e) of FAR 52.226-6.

[Paragraph (xiv) is not applicable to DoD contracts and has been deleted.]

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

[If the acquisition uses American Recovery and Reinvestment Act funds, ALT II (MAR 2009) of FAR 52.212-5 applies.]

DFARS 252.212-7001 – CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2009)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in the contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

_____**52.203-3,** Gratuities (APR 1984) (10 U. S. C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) __X____**252.203-7000, Requirements** Relating to Compensation of Former DoD Officials (JAN 2009)(Section 847 of Pub. L. 110-81)
(2) __X___**252.205-7000,** Provision of Information to Cooperative Agreement Holders (Dec 1991) (10 U.S.C. 2416).
(3) __X___**252.219-7003,** Small Business Subcontracting Plan (DoD Contracts) (Apr 2007) (15 U.S.C. 637).
(4) **252.219-7004,** Small Business Subcontracting Plan (Test Program) (Aug 2008) (15 U.S.C. 637 note)
(5) **252.225-7001,** Buy American Act and Balance of Payment Program (Jan 2009) 41 U.S.C. 10a-10d, E.O. 10582)
(6) __X___**252.225-7012,** Preference for Certain Domestic Commodities (Dec 2008) (10 U. S. C. 2533a) *[If checked, the full text of the clause will be included in the solicitation]*
(7) **252.225-7014,** Preference for Domestic Specialty Metals (June 2005)(Deviation)(10 U.S.C. 2533a). *[If checked, the full text of the clause will be included in the solicitation]*
(8) **252.225-7015,** Restriction on Acquisition of Hand or Measuring Tools (June 2005) (10 U.S.C. 2533a). *[If checked, the full text of the clause will be included in the solicitation]*
(9) **252.225-7016,** Restriction on Acquisition of Ball and Roller Bearings (Mar 2006) (Section 8065 of Pub L. 107-117 and the same restriction in subsequent DoD appropriations acts).
(10)__X___**252.225-7021,** Trade Agreements (Nov 2008)(19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note)
(11)**252.225-7027,** Restriction on Contingent Fees for Foreign Military Sales (Apr 2003) (22 U.S.C.2779) (Insert____________ in paragraph (b)(1))
(12)**252.225-7028,** Exclusionary Policies and Practices of Foreign Governments (Apr 2003) (22 U.S.C. 2755).
(13)(i)______**252.225-7036,** Buy American Act--Free Trade Agreements--Balance of Payments Program (Jan 2009) (41 U.S.C.10a - 10d and 19 U.S.C. 3301 note)
(ii) Alternate I (Oct 2006) of 252.225-7036.
(14)**252.225-7038, Restriction** on Acquisition of Air Circuit Breakers (June 2005) (10 U.S.C. 2534(a)(3))
(15)**252.226-7001, Utilization** of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Sep 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
(16)__X__**252.227-7015,** Technical Data -- Commercial Items (Nov 1995)(10 U.S.C. 2320).
(17)__X___**252.227-7037,** Validation of Restrictive Markings on Technical Data (Sep 1999) (10 U.S.C. 2321).
(18)__X__**252.232-7003,** Electronic Submission of Payment Requests (Mar 2008)(10 U.S.C. 2227)

DFARS 252.212-7001 – CONTINUED

(19)____**252.237-7019,** Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).

(20)__X___**252.243-7002,** Requests for Equitable Adjustment (Mar 1998)(10 U.S.C. 2410). DFARS 252.212-7001 (continued)

(21)(i)__X__**252.247-7023, Transportation** of Supplies by Sea (May 2002)(10 U.S.C. 2631).

(ii) ___ Alternate I (Mar 2000) of 252.247-7023.

(iii) ___ Alternate II (Mar 2000) of 252.247-7023.

(iv) ___Alternate III (May 2002) of 252.247-7023.

(22)__X__**252.247-7024, Notification** of Transportation of Supplies by Sea (Mar 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) **252.225-7014,** Preference for Domestic Specialty Metals, Alternate I (Apr 2003) (Deviation) (10 U.S.C. 2533a).
(2) **252.237-7019, Training** for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
(3) **252.247-7023, Transportation** of Supplies by Sea (May 2002) (10 U.S.C. 2631).
(4) **252.247-7024, Notification** of Transportation of Supplies by Sea (Mar 2000) (10 U.S.C. 2631).

THE FOLLOWING CLAUSES ARE INCORPORATED BY REFERENCE WITH THE SAME FORCE AND EFFECT AS IF THEY WERE GIVEN IN FULL TEXT:

52.247-34 F.O.B. DESTINATION (NOV 1991)
252.225-7013 Duty-Free Entry (OCT 2006)

THE FOLLOWING ADDITIONAL CLAUSES ARE INCORPORATED IN FULL TEXT:

52.211-9002 Priority rating (Mar 2000)
This contract is assigned a priority rating under the Defense Priorities and Allocations System (DPAS) regulations (15 CFR 700) which requires contractors to utilize the assigned rating in obtaining the products, materials, and supplies needed to fill their contracts. In the event the contractor is unable to obtain the necessary products, materials, and supplies to complete the contract, the contractor shall immediately advise the Defense Contract management Agency DCMA or the appropriate DSC DPAS officer through the cognizant Administrative Contracting Officer or Procuring Contracting officer. The DPAS officer or the DCMA plant representative will provide necessary assistance or provide the necessary instructions to complete DoC ITA Form 999, Request for Special Priorities Assistance. This form will be processed through appropriate channels to the DoC who will review and take action to make the needed supplies available to the applicant when deemed appropriate.

52.214-9008 Rounding Off of Offer and Award Prices (Aug 2008)
Unit prices shall be limited to a maximum of five decimal places. For evaluation and award purposes, offers containing a unit price of more than five decimal places shall be rounded off to five decimal places. For administrative purposes, the extended line item and total dollar amounts will be rounded to two decimal places and may not precisely reflect the quantity(ies) times the unit prices(s). Payment shall be accomplished on a unit price basis.

52.215-20 Requirements for Information Other Than Cost or Pricing Data (Oct 1997) Alternate IV (Oct 1997)

(a) Cost or pricing data is **not** required.
(b) **Provide information described below:**
(1) **For commercial item(s),** the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information shall include—

Sales information**, optional** for each individual item, as follows:

Total Sales to the General Public	______________ (Quantity)
(Other than to the U.S. Government	______________ (Most recent sales period or its instrumentalities) at Catalog Price available - 3 mos. min.)
	PLUS
Total Sales to the General Public at	______________ (Quantity)
Other than Catalog Price	______________ (Most recent sales period available - 3 mos. min.)
	EQUALS
Total Sales to the General Public at	______________ (Quantity)
Other than Catalog Price.	______________ (Most recent sales period available - 3 mos. min.)
The lowest price sale to the General	______________ (Date)
Public regardless of quantity.	______________ (Unit Price)
(Identify date, price, and quantity).	______________ (Quantity)
The lowest price sale to the General	______________ (Date)
Public closest to the solicitation quantity.	______________ (Unit Price)
(Identify date, price, and quantity).	______________ (Quantity)

(ii) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages which include the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished); e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities. If offer prices are, or are based on, discounted catalog prices, furnish, in lieu of or in addition to the price information required by the previous sentence, the following information for each different discount offered:

52.212-20 CONTINUED

(A) Identify the largest discount offered currently or within the preceding 12 months to any customer for that item or items.

(B) If the offered discount is lower than the largest discount offered to any customer --

(I) justify why you are unable and/or unwilling to offer that largest discount; and

(II) identify the largest discount offered currently or within the preceding 12 months to any customer for that item or items under terms and conditions that are the most comparable to those sought by the Government.

(C) If the offered discount is lower than the largest discount offered to any customer under the most comparable terms and conditions, justify why you are unable and/or unwilling to offer that largest discount.

(iii) <u>For market-priced items,</u> the source and date or period of the market quotation or other basis for the market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(2) <u>For items on a FSS and/or Veterans Affairs (VA) contract</u>, regardless of whether they are or are not commercial items, furnish a copy of, or the appropriate pages from, the FSS and/or VA contract. Unless offerors can justify that the proposed contract terms and conditions under this acquisition are less favorable than those under their FSS and/or VA contracts, award prices under this acquisition may not exceed the FSS and/or VA contract prices. For items included on an active Federal Supply Service (FSS) Multiple Award Schedule contract, proof that an exception from the submission of certified cost and pricing data has been granted for the schedule item is required if the offeror has not furnished the information required by (1) above that is adequate for the Contracting Officer to determine that the offered item(s) are commercial items.

(c) Delay in furnishing the appropriate information other than cost or pricing data that is required by paragraph (b) above and that is adequate for evaluating the reasonableness of the offered prices, may delay any potential award to that offeror. As a consequence, if the Government has indicated elsewhere in this solicitation that multiple awards are intended, delivery orders that might otherwise have been placed with that offeror may be placed with awardees that furnished the required information on a timely basis**. Failure to furnish the appropriate information other than cost or pricing data that is required by paragraph (b) above and that is adequate for evaluating the reasonableness of the offered prices, may result in a determination that there is insufficient information to determine the offer prices to be fair and reasonable. The Contracting Officer may determine that cost or pricing data (and an audit) is required. If ultimately there is insufficient information to determine the offer prices to be fair and reasonable, the Contracting Officer has no choice but to determine the offer prices to be unreasonable. Unreasonable offer prices may be rejected for award.**

STATEMENT OF WORK (SOW)

Digital Imaging Network-Picture Archiving and Communications Systems (DIN-PACS).

The Defense Supply Center Philadelphia ("DSCP") and the VA National Acquisition Center (VA NAC) are requesting offers for DIN-PACS systems and components that meet the minimum essential characteristics defined herein. Requirements for Contract Data Requirements List (CDRL) Documentation, Training, Maintenance Service, and Turnkey Installation are to be included with the DIN-PACS offering.

Unless otherwise noted, the Government is soliciting for strictly commercial material in accordance with the FAR Part 12 "Commercial Items."

Unless otherwise authorized, all items supplied shall be new, original manufacturer items. They shall not consist of any reconditioned, rebuilt, or remanufactured items.

SECTION 1 - PRODUCT DEMONSTRATION/CLINICAL SITE VISITS

1. Product Demonstration/Clinical Site Visits

1.1. General.

After completion of the initial evaluation of proposals, vendors with a reasonable chance of being selected for award may be selected to provide a product demonstration of the DIN-PACS offered. The purpose of the product demonstration will be to verify specific information, or DIN-PACS system capabilities, provided by the vendor in their proposal.

NOTE: Most vendors will not be required to provide a product demonstration/clinical site visit. The determination of which vendors will provide a product demonstration will be made solely by the Government. Non-selection for a product demonstration does not imply that a vendor is less likely to receive a contract award.

Details.

1.1.1. Notification and Timing.

Offerors selected to provide a product demonstration will receive a formal written invitation from the Contracting Officer. The date, time, and location of the demonstration will be mutually agreed upon between the vendor and the Government. However, the offeror shall be prepared to provide the demonstration in approximately two weeks after receiving such an invitation. Failure to provide the product demonstration/clinical site visit, or unduly delaying the date for such product demonstration may constitute grounds for elimination of the offeror's proposal from further consideration.

1.1.2. Location.

The product demonstration shall be conducted using representative DIN-PACS technology at a site preferably within the United States. All DIN-PACS components and capabilities identified by the Government as requiring demonstration must be capable of use at the time of the demonstration.

STATEMENT OF WORK - CONTINUED

All required components/capabilities shall be demonstrated on a representative DIN-PACS at a single medical treatment facility, preferably integrated into a single network.

1.1.3. Offeror Personnel.

The offeror shall provide all operating personnel, to include technical and clinical personnel, to demonstrate all capabilities identified by the Government. This includes personnel who can provide a detailed explanation of the vendor's system capabilities in the areas specified. In conducting the demonstration, the offeror shall provide all system components as well as all consumables necessary to conduct the test.

1.1.4. Expenses.

The Government will not reimburse the offeror for time, services or other expenses incurred for the preparation and conduct of the product demonstration/clinical site visit. Participation of Government personnel shall be at Government expense.

1.1.5. Withdrawl from Product Demonstration/Clinical Site Visit.

An offeror may withdraw from the Product Demonstration at any time. However, withdrawal will constitute withdrawal from further consideration for contract award. Offerors that withdraw are required to provide formal written notification of their intentions to the Contracting Officer.

1.1.6. Product or Capabilities to be Demonstrated.

The Government will identify to the offeror the specific products and/or capabilities to be demonstrated. Material substitutions to the software, firmware and hardware discussed in the offeror's written proposal will not be allowed during the Product Demonstration. Items tested must be their standard commercial products offered to the Government in their proposal. All information gathered at the Product Demonstration shall become property of the Government and will be used by the Government in evaluating the proposals.

If the offeror presents a system that differs materially from the system presented in their written proposal, the product demonstration may be terminated. The offeror will be required to certify, prior to the product demonstration, that the system does not materially deviate from the system described in their proposal in terms of performance and configuration.

1.1.7. Product Demonstration Activities.

The Product Demonstration will be conducted using the applicable portions of the Government's current Acceptance Testing (AT) Protocol. Only those specific DIN-PACS components or capabilities identified to the vendor in advance must be demonstrated. Total duration for the Product Demonstration will vary significantly from vendor to vendor (depending on the components or capabilites required to be demonstrated), however, it is expected that the product demonstration should not exceed 2 days.

1.2. Proposal Submission Requirements.

With their proposals, vendor are required to provide the following:

Provide the name, address, and location of the product demonstration/clinical site visit site. Include the name, position, mailing address and phone number of the point of contact at the site.

1.2.1. Provide a description of the system currently installed at the identified product demonstration site, to include major hardware components, the networking used and accessories. Identify the date the system was placed into clinical use at that site.

STATEMENT OF WORK - CONTINUED

SECTION 2 - VENDOR RESPONSE REQUIREMENTS

Vendor shall provide a response for each outlined paragraph of the requirements section. Each response shall provide a code response indicating the status of the response, along with an explanation of the response or in some cases just a response. Coding explanations are as follows:

Code	*Description*
C	Current product fully complies.
P	Not part of current product, but planned in a scheduled release. Vendor shall indicate the time frame when requirement will be available.
O	Optional capability that can be provided at an additional charge, either as an optional feature, 3rd party option, or as a special order development.
X	Requirement is neither available nor planned by the Vendor.

Table 1: Vendor Response Codes

STATEMENT OF WORK - CONTINUED

SECTION 3- STATEMENT OF WORK AND FUNCTIONAL REQUIREMENTS

For tabs A through L, Vendor may respond using the format provided, or may substitute its own formatted material, as long as it addresses the topics identified. All other sections must be completed with the provided format. All responses should be submitted using Excel Spreadsheet named: "Section 3 – Statement of Work and Functional Requirements" and into the appropriate Worksheet (1 electronic copy and 2 hardcopy formats).

TAB A. **VENDOR QUALIFICATIONS**

TAB B. **PACS PRODUCT OVERVIEW**

TAB C. **VENDOR CONFIGURATION RESPONSE**

TAB D. **SYSTEM FUNCTIONALITY**

TAB E. **SYSTEM ACCEPTANCE (SEE APPENDIX 5)**

TAB F. **SYSTEM RELIABILITY (SEE APPENDIX 6)**

TAB G. **SYSTEM MAINTENANCE**

TAB H. **REPAIR PARTS STRATEGY**

TAB I. **SYSTEM DOCUMENTATION AND TRAINING**

TAB J. **DICOM REQUIREMENTS**

TAB K. **TELERADIOLOGY**

TAB L. **SYSTEM SECURITY**

STATEMENT OF WORK - CONTINUED

TAB A Vendor Qualifications

Instructions for TAB A: Please Describe the following in Excel Spreadsheet named: "Section 3 – Statement of Work and Functional Requirements"and in Worksheet named "TAB A".

A.1. Overall company and description of DIN-PACS product line.
A.2. Does your company have a history with integrating the proposed PACS soution with various Government and commercial RIS? Response should be very specific to CHCS if the vendor has such experience.
A.3. Company/Product Literature – Please enclose company and product literature which highlights the company's stability and position in the industry, as well as formal product literature for each item offered.

TAB B. PACS Product Overview

Instructions for TAB B: Please Describe the following in Excel Spreadsheet named: "Section 3 – Statement of Work and Functional Requirements" and in Worksheet named "TAB B".

B.1. Briefly describe sites where the product is installed in an enterprise–distributed radiology environment.
B.2. Please describe what business partners your solution uses to provide the total solution.
B.3. Briefly list and describe all sites, in the DoD or VA where your PACS product is installed.
B.4. Briefly list and describe your commercial client references – minimum of five (5) (i.e. installed base of equipment) – Please include a point of contact and phone number for each listing

TAB C. Vendor Configuration Response

Instructions for TAB C: Please provide your "Compliance Status" and "Describe" the following in Excel Spreadsheet named: "Section 3 – Statement of Work and Functional Requirements" and in Worksheet named "TAB C".

C.1. Network Proposal – If requested at a specific site, the Vendor will be required to assess the capability of the existing hospital network to support the DIN-PACS, and provide recommendations for network upgrades, supplements, etc.. to the Government. The requested proposal shall identify necessary augmentation or reconfiguration to provide maximum capability of the PACS. The Vendor may also be required to review PACS network augmentation designs to be installed (at the Government's request) by a third party, and validate that the proposed PACS will optimally perform over this network.

STATEMENT OF WORK - CONTINUED

TAB D. System Functionality

Instructions for TAB D: Please provide your “Compliance Status” and “Describe” the following in Excel Spreadsheet named: “Section 3 – Statement of Work and Functional Requirements” and in Worksheet named “TAB D”.

D.1. A mechanism shall be provided to permit a system administrator to age patient records out of the database (for example, to remove records after twenty-seven years or after the age of majority of the patient).
D.2. The database shall support, as a minimum, ad hoc queries using search criteria based on the values, or range of values, of Table 1 data items, combined using logical operators, and with the ability to sort results. The purpose of this requirement is to assure that worklist query and administrative report queries can be constructed to support a range of needs.
D.2.1. The database must support a direct DICOM Query/Retrieve.

Table 1: DICOM Attribute Name/Tag

DICOM Attribute Name (Searchable Item)	DICOM Tag
Patient’s Name	(0010, 0010)
Patient ID	(0010,0020)
Accession Number	(0008,0050)
Requesting Service	(0032, 1033)
Requested Procedure Code Sequence	(0032, 1064)
Study Time	(0008,0030)
Study Date	(0008,0020)
Study ID	(0020,0010)
Study Description	(0008,1030)
Study Status ID	(0032,000A)
Study Priority ID	(0032,000C)
Interpretation Status ID	(4008, 0212)
Modality	(0008, 0060)
Body Part	(0018, 0015)
Interpretation Diagnosis Code Sequence	(4008, 0117)
Institutional Department Name	(0008,1040)
Patient’s Institution Residence	(0038,0400)
Placer Order Number (DMIS ID)	(0040,2016)

STATEMENT OF WORK - CONTINUED

TAB D Continued:

D.3. Storage System In this document, the term "storage system" refers to on-line storage for rapid access to exams. The basic element of storage and retrieval for the storage system shall be the exam. An "exam" includes both images and associated reports.
D.3.1. The Vendor shall describe their alternatives for storage systems. In particular, the Vendor should address the scalability of their storage system and the rationale behind their storage system selection, sizing, and architecture. All known limits on capacity of the storage system should be addressed.
D.3.2. The system shall not store an image in the storage system with non-reversible compression before the diagnosis of the exam of which the image is a part is complete.
D.3.3. The system shall make an exam available for retrieval by workstations within one minute of its receipt in the storage system.
D.3.4. The system shall not automatically delete from the storage system an exam until space for new exams is required.
D.3.5. The system shall select exams for automatic deletion from the storage system in order of priority as follows:
D.3.5.1. retrieved exams not associated with other exams
D.3.5.2. retrieved exams associated with exams for which the primary diagnosis is complete
D.3.5.3. archived exams for which the primary diagnosis is complete
D.3.5.4. retrieved exams associated with exams for which the primary diagnosis is not complete
D.3.5.5. archived exams for which the primary diagnosis is not complete.
D.3.6. The policy for automatic deletion of exams from the storage system shall be re-configurable by the system administrator.
D.3.7. The storage system shall monitor usage and provide real-time display to authorized administrative level users of usage patterns and statistics.
D.3.8. The storage system shall remain operational during the service required to correct a failed disk drive.
D.3.9. The storage system shall provide a means for notifying the system administrator in the event of a failure in the storage system. The use of SNMP for this function is preferred but not required. It is highly desired that this notification be provided automatically by the system (i.e. passive).
D.3.10. The Storage System shall be completely redundant, and shall support mirroring and hot swappable technology for failsafe operation without interruption.
D.3.10.1. Vendor shall describe RAID or alternative strategy for redundancy. Shall explain how failover occurs and define whether it is automated or requires IT staff involvement.
D.4. In this document, the term "archive" refers to storage for long-term access to images.

STATEMENT OF WORK - CONTINUED

TAB D Continued:

D.4.1. Vendor shall offer various alternative solutions for a PACS archive.
D.4.2. The archive system shall retrieve exams in response to ad hoc requests from users at workstations.
D.4.3. The archive system shall monitor usage and provide real-time display of usage patterns and statistics.
D.4.4. The system shall allow the user to designate for the archive, by modality, a compression algorithm that may include lossy and other configurable parameters to be used in archiving exams for that modality.
D.4.5. The Vendor shall guarantee that the archive system will be supported with media, spare parts, and service for at least seven years from the acceptance date, or guarantee a replacement strategy at no cost to Government.
D.4.6. Vendor is encouraged in their proposal to offer various Enterprise Storage Solutions. Vendors shall discuss various enterprise storage solutions being offered.
D.5. Information System Interface CHCS will remain the primary site of data entry. The PACS must accept radiology orders, changes and updates to radiology orders, radiology reports/amendments, ADT messages, and Master File updates of radiology procedures, Master File updates of radiology locations, and Master File updates of users.
D.5.1. The vendor shall be able to accept HL7 messages from CHCS (uni-directional CHCS interface). In the future CHCS may be able to accept messages from the PACS (bi-directional CHCS interface).
D.5.2. Vendors are expected to support industries Integrating the Healthcare Enterprise (IHE) initiative as it evolves.
D.6. Image Display Workstations. The PACS shall support a variety of PACS workstations, with a variety of configurations for the primary reading and diagnosis, clinical review, and quality control of radiology studies.
D.7. Monitors It is generally assumed that the vendor will respond with LCD flat panel technology display monitors. However, vendors are encouraged to propose alternatives as long as such alternatives are either optional or planned workstation developments, and performance requirements either meet or exceed those defined for LCD flat panel technology.
D.7.1. All monitors must meet the American Association of Physicist in Medicine (AAPM), Task Group 18 performance recommendations for Medical Displays.
D.7.2. All monitors must comply with the Video Electronics Standards Association (VESA) flat panel display measurements standards version 2.0
D.7.3. All monitors must have the capability to be calibrated to the DICOM Grayscale Standard Display Function, Part 14.

STATEMENT OF WORK - CONTINUED

TAB D Continued:

D.7.4. All monitors must comply with ISO 13406-2:201, Ergonomic Requirements for work with Visual Display based on Flat Panels. Part 2: Ergonomic Requirements for Flat Panel Displays (ISO 2001) standards.

D.7.5. Configuration

D.7.5.1. Workstation monitors shall display no fewer than 1024 shades of gray (10 bit depth).

D.7.5.2. Maximum monitor brightness shall be greater than or equal to 500 candela per meter squared (cd/m2) for primary monitors, 400 cd/m2 for secondary monitors and 600 cd/m2 for mammography monitors.

D.7.5.3. The monitor shall equal to or less than 15% brightness uniformity degradation from the center to the periphery.

D.7.5.4. The monitor shall have less than 3% nonlinearity from center to periphery.

D.7.5.5. The monitor shall have less than 2% geometric distrotion for primary monitors and 5% geometric distrotion for secondary monitors from center to periphery.

D.7.5.6. The electron beam spot size shall vary less than 20% from the center to any corner of a rectangle 1/2" inside the perimeter of the monitor.

D.7.5.7. The number of defective pixels per million shall not exceed the perameters defined in ISO 13406-2.

D.7.5.8. Vendor shall provide a description and specifications for the proposed Primary monitors including; Spatial Resolution and Diagonal Screen Dimensions for each of the following:
- Grayscale Flat Panel Monitors
- Color Flat Panel Monitors

D.7.5.9. Vendor shall provide a description and specifications for the proposed Secondary monitors including; Spatial Resolution and Diagonal Screen Dimensions for each of the following:
- - Grayscale Flat Panel Monitors
- Color Flat Panel Monitors

D.7.6. Monitor Calibration

D.7.6.1. Brightness and contrast adjustment range of the monitors shall support matching of the monitor grayscale displays on a workstation to less than 10%.

D.7.6.2. The three-month drift of monitor brightness and contrast shall be less than 5%.

D.7.6.3. All monitors will be calibrated in conformance to the performance requirements of the NEMA Standard on Gray-Scale Display Function.

D.7.6.4. The vendor shall supply a QC procedure and all required images and calibration equipment to assure that the test and calibration requirements in this Section are met.

D.7.6.5. The monitors viewing angel shall be greater than 140^{o} horizontal and 140^{o} vertical.

D.7.6.6. The angular performance of the monitor shall not reduce the luminance ratio by more than 30% within the operating ranges of the viewing angles.

D.7.6.7. The contrast response for any viewing angle shall not be greater than three times the expected limits on axis. (30% for diagnostic displays and 60% for clinical displays)

D.7.6.8. With their “Notice of Readiness to Inspect”, prior to the start of acceptance testing, Vendors will submit their calibration procedures, calibration data, and any associated log files to the Government or the Government’s representative.

STATEMENT OF WORK - CONTINUED

TAB D Continued:

D.7.6.9. All color monitors must be capable of being calibrated to a consistent color temperature.
D.7.7. Mammographic Monitors
D.7.7.1. Monitors used for mammographic displays shall meet regulatory requirements for quality assurance under the Mammography Quality Standards Act (MQSA) (21 CFR 900).
D.7.7.2. Mammographic monitors shall have no visual pixel defect artifacts.
D.8. Work Station Performance
D.8.1. The workstation shall display one 2K x 2.5K x 2byte image filling one monitor in two seconds.
D.8.2. The workstation shall display all the 512 x 512 x 2 byte images at original resolution to fill a monitor in two seconds.
D.8.3. The workstation shall meet D.8.1 and D.8.2. for each monitor in an exam filling several monitors.
D.8.4. The workstation shall display the first 20 results of any query of the system database within two seconds, 95% of the time. Display time is measured from the time the user completes selection of the query (e.g., worklist selection) until the 20th result is visible on the monitor.
D.8.5. The workstation shall display the report on a selected exam within four seconds of the request, 90% of the time. Display time is measured from the time the user initiates the request (for example, through selection of the exam) until the report is visible on the monitor.

TAB E. System Acceptance (see Appendix 5)

Instructions for TAB E: Please provide your “Compliance Status” and “Describe” the following in Excel Spreadsheet named: “Section 3 – Statement of Work and Functional Requirements” and in Worksheet named “TAB E”.

E.1. System Acceptance Testing will be conducted in accordance with the Government’s Acceptance Testing (AT) Protocol (or other protocol if mutually agreed upon by both the Government and Contractor); the most current version available at the time of acceptance testing. A copy of the current version of this AT Protocol is available from the Contracting Officer.
E.2. Other systems or equipment items purchased from this contract, and not covered under the Government’s DIN-PACS AT protocol (e.g. Computed Radiography, Film Digitizers, etc.) may be tested by the Government. Systems will be tested per manufacturer’s commercial testing protocols unless an appropriate Government testing protocol is available. The following is a listing of currently available Government testing protocols for items available for purchase under this contract: • Computed Radiography (CR) Acceptance Testing Protocol. A copy of the current version of this CR Acceptance Testing Protocol is available from the Contracting Officer.

STATEMENT OF WORK - CONTINUED

TAB F. System Reliability (see Appendix 6)

Instructions for TAB F: Please provide your "Compliance Status" and "Describe" the following in Excel Spreadsheet named: "Section 3 – Statement of Work and Functional Requirements" and in Worksheet named "TAB F".

F.1. The Vendor will comply with the Government's system reliability requirements per Section H, Paragraph 2 of the Solicitation.
F.2. The system shall be designed with reasonable redundancy so that no single point of failure can cause a major breakdown of radiology service.
F.3. The system shall protect against the loss of acquired images and data.
F.4. If a failure interrupts or disables image acquisition, the system shall provide a means to enter the missed images from the imaging equipment at a later time.
F.5. Where appropriate to guarantee against loss of image or exam information during acquisition or storage in the PACS in the event of a power failure, the vendor shall supply an Uninteruptable Power Supply (UPS) with sufficient capacity to support the necessary equipment during the operation. This requirement is not intended to require UPS at all locations, only at those locations where a power failure would cause a loss of patient images or information. This requirement is also not intended to require that the system continue to operate for additional acquisitions during the power outage.
F.6. The system shall maintain a total system uptime of 99% monthly, and individual component uptimes of at least 90% monthly. Percentages will be calculated based on the Principal Period of Maintenance (see Appendix 6, Section 2.4 for calculation).Component and system downtimes will include scheduled and unscheduled outages. Vendors shall document their current experience with their product that would demonstrate to the Government that this requirement can be met. (see Appendix 6 for definitions of uptime and downtime.)

STATEMENT OF WORK - CONTINUED

TAB G. System Maintenance

Instructions for TAB G: Please provide your "Compliance Status" and "Describe" the following in Excel Spreadsheet named: "Section 3 – Statement of Work and Functional Requirements" and in Worksheet named "TAB G".

G.1. The Vendor will comply with the Government's system maintenance requirements specified in Appendix 6 .
G.2. Vendor shall offer maintenance service in accordance with the "maintenance scope of work options" specified in Appendix 6, paragraph 3.13.
G.3. Vendors are encouraged to offer their normal, commercial maintenance service plans (based on their standard commercial maintenance service terms and conditions) <u>in addition</u> to the Government specified service options above.
G.4. The offered maintenance plans shall specify the level of operations support, including all on-site field engineers, part-time and/or off-site personnel, as well as the hours of coverage.
G.5. Maintenance and support response time shall be 2 hours or less during the 0800-1700 time period and 2 hours or less during the remainder of the day. Response time is measured from the time the field engineer on call is paged until support personnel are on-site and actively working on the problem.

TAB H. Repair Parts Strategy

Instructions for TAB H: Please provide your "Compliance Status" and "Describe" the following in Excel Spreadsheet named: "Section 3 – Statement of Work and Functional Requirements" and in Worksheet named "TAB H".

H.1. The vendor shall provide a guarantee that the Government will be able to purchase all required spare parts from the vendor for seven years from the date of final system acceptance.
H.2. If the Government elects not to upgrade existing systems to new versions (either hardware or software), the vendor shall guarantee that they will continue to provide support for hardware, software and spare parts FOR THE INSTALLED SYSTEM for a minimum of three years after release of the upgrade.

STATEMENT OF WORK - CONTINUED

TAB I. System Documentation and Training

Instructions for TAB I: Please provide your "Compliance Status" and "Describe" the following in Excel Spreadsheet named: "Section 3 – Statement of Work and Functional Requirements" and in Worksheet named "TAB I".

I.1. The Vendor shall meet the Government's Documentation and Training requirements specified herein.
I.2. With every system purchased, as a minimum, two complete sets of manuals covering the system administration, operation, installation, and maintenance of all system components and explaining the operational concept of the system as a whole shall be provided.
I.3. If purchased with a particular system, the Vendor is required to provide the following Data Requirements (documentation). Further detail on the required content of this documentation is provided at Appendix 3. Vendors shall provide pricing for the completion and delivery of each of the following Data Requirements with their proposal.
I.3.1. Special Tools and Test Equipment List – used to identify all nonstandard tools, test equipment, and diagnostic software designed and developed by the manufacturer to perform maintenance, test/calibration, diagnostic/prognostic analysis and other related support of the equipment furnished under this contract and required for testing and successful operation and maintenance.
I.3.2. Master Parts List - The Contractor shall submit a detailed parts list for each component of the system. Each part, component or module shall be identified by the manufacturer's name and part number. Part identification is to be to the printed circuit board level, with diagram reference.
I.3.3. List of Spare Parts - The Contractor shall submit a recommended spare parts list sufficient for installation and startup tests, as well as for maintaining each line item for a period of at least 12 months following official Government acceptance.
I.3.4. List of Supplies - The Contractor shall submit a recommended supply list for each site for start-up and operation of the DIN-PACS system for a 12 month period.
I.3.5. Installation Plan - The Contractor shall submit an Installation Plan as specified in Appendix 3.
I.3.6. Drawings and Other Documentation - The Contractor shall submit specified Drawings and Other Documentation per Appendix 3, CDRL AG.
I.3.7. Status Reports - The Contractor shall submit weekly status reports for Level II and III turnkey efforts on the progress of the turnkey installation, beginning with "Notice to Proceed with Construction" through equipment installation and testing. Turnkey level definitions are included in Appendix 4
I.3.8. As-Built Drawings - The Contractor shall submit as-built drawings per Appendix 3.
I.3.9. Training Plan - The Contractor shall submit a training plan per Appendix 3.
I.3.10. Electronic Security Plan - The Contractor shall submit a security plan for each site for safeguard of medical records. Requirements are specified in Appendix 3.

STATEMENT OF WORK - CONTINUED

TAB I Continued:

I.3.11. GFE DICOM Conformance Statement Analysis – Requirements are specified in Appendix 3
I.3.12. A IHE Integration Statement for their proposed system
I.3.13. Quality Control Plan - The Contractor shall submit a complete QC program specific to each site.
I.3.14. Crisis Management Plan - The Contractor shall submit a crisis management plan as required for each site to illustrate all steps to be taken by the Contractor to insure clinical capability in case of a system crisis/shutdown (should include scenarios to cover all critical subsystems as well as the entire system overall).
I.3.15. Maintenance Plan The contractor shall submit a maintenance plan that includes the following: 1. Scheduled preventive maintenance details and schedule 2. Corrective action/repair program details 3. Database maintenance details 4. Archive maintenance details 5. Repair parts program details 6. Technical support description 7. Telemaintenance support
I.3.16. System Administration, Operation and Maintenance Manuals The contractor shall provide a minimum of two complete copies of System Administration, Operator and Service literature for each component of the system.
I.3.17. Ongoing PACS Training to support existing and newly reporting personnel The vendor should provide a training solution that is computer based (CBT) for use by the <SITE> training department. CBT should be offered either on standalone compact discs (CD's) or as a local web solution via the MTF intranet."

TAB J. DICOM Requirements

Instructions for TAB J: Please provide your “Compliance Status” and “Describe” the following in Excel Spreadsheet named: “Section 3 – Statement of Work and Functional Requirements” and in Worksheet named “TAB J”.

DICOM Connectivity: DICOM requirements are described in detail in Appendix I. Vendor shall meet all requirements for DICOM connectivity as set forth in Appendix I. Major Requirements headings are listed in this section for Vendor’s convenience in describing compliance.
J.1. Network Interfaces to DICOM Devices

STATEMENT OF WORK - CONTINUED

TAB J Continued:

J.1.1. The PACS vendor shall be responsible for providing all appropriate hardware and software to interface and integrate DICOM conforming devices to the PACS network to at least the minimum DICOM functionality specified in Appendix I. The PACS vendor shall communicate and work directly with the imaging equipment vendors to ensure seamless integration and interface of the imaging devices to the PACS
J.1.2. The PACS vendor shall be responsible for communicating with each device vendor to determine and implement DICOM compatibility and connectivity between the device and the PACS. The PACS vendor must provide the government a written list of any additional specific software and/or hardware upgrades, or licenses, required for successful integration of the PACS (to be purchased by the government separately).
J.1.3. The Vendor shall support all DICOM Correction Proposals and Supplements approved six months prior to the issuance of a site specific delivery order.

TAB K. Teleradiology

Instructions for TAB K: Please provide your “Compliance Status” and “Describe” the following in Excel Spreadsheet named: “Section 3 – Statement of Work and Functional Requirements” and in Worksheet named “TAB K”.

A.1. Teleradiology. Vendor shall discuss their current and future capabilities. Vendor shall discuss their support of IHE initiatives to develop a standard for sending and receiving DICOM images and reports. Shall describe the vendor’s ability to send/receive images and reports across a wide area network to/from differing medical treatment facilities (MTF) that may or may not have the vendors PACS installed.
A.2. Vendor shall describe their willingness to work with other PACS vendors within the DoD Medical Healthcare System (MHS) to develop a cooperative solution for teleradiology that meets the government’s requirement without proliferating additional equipment to existing sites.
A.3. Vendors shall discuss their commitment to meeting DICOM Structured Reporting.

STATEMENT OF WORK - CONTINUED

TAB L. System Security

Instructions for TAB L: Please provide your "Compliance Status" and "Describe" the following in Excel Spreadsheet named: "Section 3 – Statement of Work and Functional Requirements" and in Worksheet named "TAB L".

L.1 General Security Requirements. The Contractor shall establish appropriate administrative, technical, and physical safeguards to protect any and all DoD data, to ensure the confidentiality, integrity, and availability of DoD data. As a minimum, this shall include provisions for personnel security, electronic security and physical security as listed in the sections that follow.
L.1.1. The Contractor shall comply with all information assurance/information security requirements listed in Appendix 7 in relation to each specific service.
L.1.2. The contractor shall comply with DoD Directive 5200.2, "DoD Personnel Security Program," DoD Directive 8500.1, "Information Assurance (IA)", DoD Instruction 8500.2, "Information Assurance (IA) Implementation," DoD Instruction 8510.01, "DoD Information Assurance Certification and Accreditation Process (DIACAP)," DoD 8551.1, "Ports, Protocols, and Services," and DoD 8580.02, "DoD Health Information Security Regulation."
L.1.3 The contractor shall ensure that data which contains Protected Health Information (PHI) is continuously protected from unauthorized access, use, modification, or disclosure. The contractor shall comply with all previously stated requirements for HIPAA, Personnel Security, Electronic Security, and Physical Security.
L.2 Health Insurance Portability and Accountability Act (HIPAA). Health Insurance Portability and Accountability Act of 1996 (HIPAA) Requirement. The HIPAA standard contract language is mandatory whenever a business associate, (i.e., outside person or agency) creates, receives, maintains, or transmits electronic protected health information (PHI) on behalf of a covered entity. This contract or agreement requires the business associate to: Note: Additional guidance can be found in DoD 8580.02 –R, Health Information Security Regulation.
L.2.1. Implement administrative, physical, and technical safeguards that will protect the confidentiality, integrity, and availability of the PHI
L.2.2. Ensure all agents or subcontractors to whom the business associate provides PHI will also implement reasonable and appropriate safeguards to protect the information.
L.2.3.Report all security incidents In Accordance With each of the services procedures.
L.2.4.Authorize termination of the contract if the organization finds that the business associate has violated the terms of the contract.

STATEMENT OF WORK - CONTINUED

TAB L Continued:

L.3.1. Follow the DoD guidelines for submittal of Information Technology (IT) security background checks and ensure all contractor personnel are designated as IT-I, IT-II, or IT-III where their duties meet the criteria of the position sensitivity designations. Contact the service *Program Management Office* (PMO) for guidance on the appropriate IT levels for personnel on the contract. Any vendor personnel that will be accessing the PACS while installed on a DoD network will be required to have a National Agency Check (NAC) completed. Typically, this requires an investigation to support a "Public Trust Position" and requires the person(s) to complete and submit a Standard Form 85P (SF 85P), Questionnaire for Public Trust Positions, via the Electronic Personnel Security Questionnaire (EPSQ). Questions relating to SF85Ps and the EPSQ process may be directed to 1-888-282-7682 or online at http://www.dss.mil/index.htm.
L.3.3. Immediately report to the PMO and deny access to any automated information system (AIS), network, or information if a contractor employee filling a sensitive position receives an unfavorable adjudication, if information that would result in an unfavorable adjudication becomes available, or if directed to do so by the appropriate Service representative for security reasons.
L.3.4. Ensure that all contractor personnel receive Information Assurance (IA) training before being granted access to DoD AISs.
L.4 Electronic Security. Contractor systems that are involved in the operation of systems in support of DoD's Health System shall operate in accordance with controlling laws, regulations, and DoD policy. DoD IA Certification and Accreditation (C&A) requirements apply to all DoD and contractor systems that receive, process, display, and store or transmit DoD information.
L.4.2. Accreditation is the formal approval by DoD to operate the system in a particular security mode using a prescribed set of safeguards at an acceptable level of risk. In addition, accreditation allows a system to operate within the given operational environment with stated interconnections; and with appropriate level of protection for the specified period.
L.4.3. The contractor shall comply with DIACAP requirements, as specified by DoD that meet appropriate DoD and Service IA and C&A requirements. The contractor shall initiate the process by providing the required documentation necessary to meet Service C&A requirements. The contractor shall make their IS available for C&A testing if required by the Service and initiate the process well in advance of a contract delivery order. The requirements shall be met before the contractor's system is authorized to access DoD data or interconnect with any DoD network that receives, processes, stores, displays or transmits DoD data. Additional Service specific requirements must also be met as stated later in the service specific section. The contractor shall ensure the proper contractor support staff is available to participate in all phases of the C&A process. They include, but are not limited to:
L.4.3.1. Completing and maintaining all documentation necessary to obtain C&A
L.4.3.2. Attending and supporting C&A meetings with the Service, as necessary

STATEMENT OF WORK - CONTINUED

TAB L Continued:

L.4.3.3. Supporting/conducting the vulnerability mitigation process to comply with IA controls listed in DoD 8500.2.

L.4.3.4. Supporting the C&A Team during system security testing

L.4.3.5. Contractors must confirm that their systems are locked down prior to initiating C&A testing.

L.4.4. Vulnerabilities that have been identified by DoD as "must-fix" issues during the C&A process must be mitigated according to the timeline identified by the Service Representative. Checklists are provided for complying with DoD and Service requirements. Reference material, a copy of the Windows Gold Disk, SRRs, and STIGs may be obtained at the Defense Information Systems Agency website: http://iase.disa.mil/stigs/SRR/index.html.

L.4.6. Ports Protocols and Services. Vendors shall follow all current DoD and Service standards and requirements for acceptable Ports, Protocols, and Services. Any requests for exception to using the current DoD and Service Ports, Protocols, and Services standards requires an request for exception sent through the Program Manager to the DAA.

L.4.7. Public Key Infrastructure and Encryption. Vendors shall follow the DoD and Service standards, policies, and procedures related to the use of Public Key Infrastructure (PKI) certificates for positive authentication. Where interoperable PKI is required for the exchange of unclassified information between DoD and its vendors and contractors, industry partners shall obtain all necessary certificates.

(Are there any known issues with vendors meeting this? Can all major vendors do this?)

Vendors must turn over to DoD all encryption keys for deployed systems, backdoor algorithms, and procedures for their use in remote support. The Vendor must provide a written report detailing all of the above, prior to task order expiration, regardless of modifications or extensions.

L.5. Physical **Security.** The contractor shall employ physical security safeguards for IS/Networks involved in processing or storage of DoD Data to prevent the unauthorized access, disclosure, modification, destruction, use, etc., and to otherwise protect the confidentiality and ensure use conforms with DoD and Service regulations. The contractor shall be required to follow all requirements in the DoD's Information Assurance Policy. New DoD and Service policies will be posted to specific websites.

L.6. Post-Accreditation Reviews & Site Acceptance Testing. PMs will conduct a review of all applicable IA controls and perform validation procedures on those controls as identified in the Site Acceptance Protocols. Auditing all new systems at delivery to ensure all applicable electronic patches are installed on the system before the PMO accepts the product.

L.6.1. Ensuring vendors acquire, develop, and maintain the Certification & Accreditation (C&A) documentation to ensure both initial and continued compliance with DIACAP requirements as specified by DoD and Service Information Assurance requirements for all contractor systems that receive, process, store, display, or transmit DoD data, or has a physical or logical connections to a DoD certified network.

STATEMENT OF WORK - CONTINUED

TAB L Continued:

L.6.2. An annual IA review shall be conducted that comprehensively evaluates existing policies and processes to ensure procedural consistency and the IS continues to operate in the manner to which it was certified. The annual review process should account for the analysis of projected policy needs, and produce a plan for development or implementation of new policies or processes.
L.7.VAAR 852.273-75 Security requirements for unclassified information technology resources The contractor ans their perssonel shall be subject to the same Federal Laws, regulations, standards and VA policies as VA personnel, reguarding information and information system security. These include, but are not limited to Federal Information Security Management Act (FISMA), Appendix III of OMB Circular A-130, and Guidance and standards, available from the Department of Commerce's National Institute of Standards and Technology (NIST). This also includes the use of common security configurations available from NIST's Web site at: http://www.iprm.oit.va.gov
L.8. To ensure that appropriate security controls are in place, Contractors must follow the procedures ser forth in "VA information System Security/Privacy Requirements for IT Contracts" located at the following Web site: http://www,iprm.oit.va.gov
Site Acceptance Protocols are provided in this contract.

STATEMENT OF WORK - CONTINUED

APPENDIX SECTION

STATEMENT OF WORK - CONTINUED

Appendix 1: DICOM Requirements

1. PACS Modality and DICOM Interface Requirements

A. Introduction

This section contains the DICOM conformance requirements for the PACS system. The conformance requirements specification is written from an “outside perspective” into the PACS system i.e. based on the function that has to be provided via the DICOM interface viewed from the viewpoint of the devices that are connected.

PACS implementations have suffered from frequent occurrences of invalid patient and study IDs leading to severe data integrity problems. The problems arise when modalities have no way to obtain information on scheduled studies from RIS/PACS. Consequently, operators at the modalities have to reenter the patient name, patient ID, and study ID at the modality console, which inevitably results in identification errors.

It is understood that certain existing modality systems may not be upgradeable to native DICOM support. The vendor is required to offer appropriate alternative interface mechanisms that provide adequate data integrity.

B. General Requirements

The PACS interface shall conform to the DICOM Standard[1] in effect 6 months prior to the issuance of the site specific delivery order. In addition, the interface shall conform to the specific requirements as defined below. The vendor shall provide a detailed description on how the proposed system meets the requirements set forth in this appendix and in TAB K and TAB L above. The vendor shall provide DICOM conformance statements for the proposed PACS system compliant with the format as described in part PS 3.2 of the DICOM standard. The vendor is strongly encouraged to support the explicit Value Representation (VR) Presentation syntax.

Vendor implementation of the DICOM communication standard has to support and accommodate the following functional requirements:

1) The primary activity of the modality is acquisition and image processing in order to provide a series of images that can be used for diagnosis. These images can be transferred to the PACS for softcopy display, print and/or store. This transfer can be operator initiated on an image by image basis or study basis. In addition, this transfer can be performed automatically, i.e. as soon as an image is generated, it shall be sent to its destination(s).
2) In response to a Storage Commitment Request from the modality, the PACS shall take responsibility for the images that are sent from the modality to the PACS. This means that as soon as the PACS notify the modality that the images are “committed” to be stored, the modality can delete them from its temporary storage.
3) The PACS system shall provide a Modality Worklist to the modality. Schedule information and required patient demographic information will be provided so that operators at the modality will not have to reenter this information.

[1] Digital Imaging and Communications in Medicine (DICOM) 3.0, NEMA PS 3.1-16, 2001

STATEMENT OF WORK - CONTINUED

Appendix 1: DICOM Requirements Continued

C. Implementation Model

The Implementation Model consists of an Application Data Flow Diagram, functional definitions of the Application Entities (AE's) and their related Real-World Activities. The actual implementation model for the local AE and PACS interaction shall very likely differ from the diagram as specified below. For example, a modality can implement the required functionality using one or more Application Entities, or break down the functionality into Real-World Activities. The vendor shall describe how the particular implementation of the PACS shall meet the required functionality, i.e. how its specific Application Data Flow diagram shall map onto the diagram specified below.

Application Data Flow Diagram:

The modality functions and the PACS system are called "Real World Activities" and are identified as bubbles in the diagram. The Rectangle is the Local Application Entity, i.e. the modality process responsible for DICOM communication. The local Application Entity (AE) initiates a connection, negotiates the specific class of service and syntax of the transaction using an Association, and, if applicable, sends or receives information to and from the PACS. In addition, the local AE shall respond to a request from a Remote Application Entity within the PACS for an Association, negotiate the transfer and execute the communication.

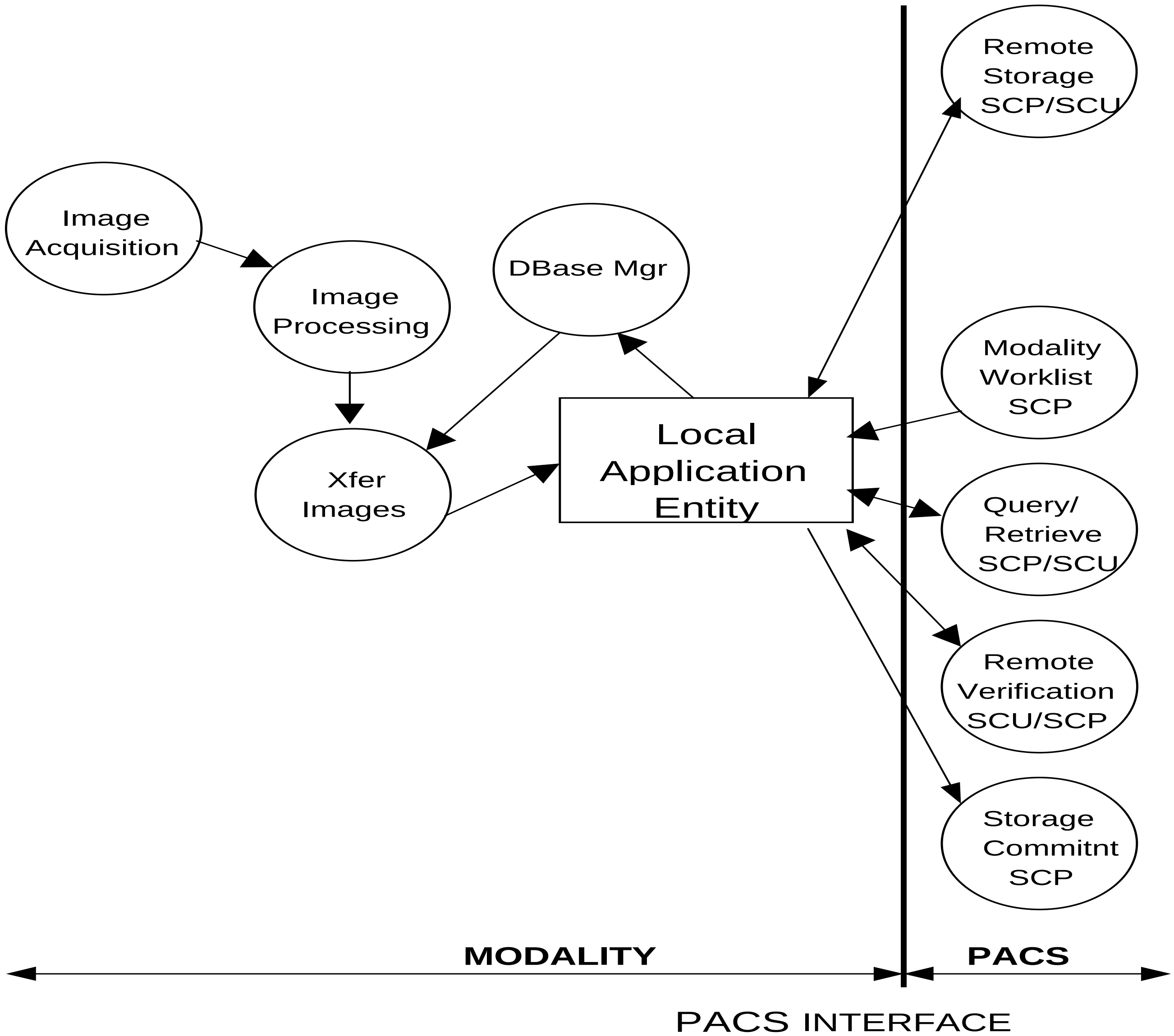
The PACS shall function as a "Provider" of a Storage service class (SCP) and communicate with a Remote Storage Service Class User (SCU) at the modality for receiving the images. In order to move images between the modality and the PACS, the PACS shall support the Query/Retrieve Service Class as both a Provider and User (SCP/SCU). The PACS shall identify required studies using both patient and study level keys. The PACS shall respond to a "MOVE" to transfer the images. The PACS shall also function as a User to determine the existence of additional images, series or studies, and be able to move these images.

After the images have been transferred from the modality to the PACS, the modality needs to know when they can be deleted locally, i.e. it wants to make sure that the PACS system takes responsibility for these images. The PACS shall provide the Storage Commitment Service class as a SCP to transfer information about the guaranteed storage of these images within the PACS system.

The PACS shall provide the Modality Worklist Services as a SCP to the modality in order for the modality to retrieve scheduling and patient demographic information.

The PACS shall respond to a query from a modality using a Verification Service Class as a SCU and SCP as well as initiate a query to a Verification Provider at a modality.

STATEMENT OF WORK - CONTINUED



STATEMENT OF WORK - CONTINUED

Appendix 1: DICOM Requirements Continued

2. Level of Conformance:

The PACS shall provide full conformance (level 2) with regard to the required Storage classes. All Type 1, 2, and 3 attributes that are communicated shall be stored and may be accessed. Coercion is allowed for Patient ID, Study Instance UID, and the Series Instance UID to synchronize the PACS database with the HIS.

In addition, there are two scenarios when images can be sent without complete identification:

A. A study has not been entered in the RIS prior to the exam, and the modality cannot retrieve the information from the PACS. The patient information is entered at the modality, and a Study Instance UID is generated by the modality. The PACS has to be able to match this study later with the study ID generated by the RIS after the images have been transferred.

B. Patient information is unknown, which could be the case with trauma patients. In that case, patient information as well as Study ID has to be linked to the images in the PACS from information entered into the RIS after the images have been transferred.

3. Required Attributes

The PACS shall not require attributes beyond those specified in the DICOM standard as part of the IOD definition. For example, if an attribute is defined as type “2” (required) but is sent with zero length (if unknown), the PACS shall not change the type of this attribute from a type 2 to a type 1. Likewise, the PACS shall not change a type 3 attribute to a type 2.

A. Modality Worklist Required Attributes

As a minimum, each modality worklist entry shall contain the following information:

- Patient name
- Patient ID
- Order/Accession Number
- Requested Procedure Description
- Scheduled Station Application Entity

B. Configurable Parameters

All operational parameters, which may influence performance and/or AE behavior, shall be configurable. These include the following:

- Number of simultaneous associations
- Maximum PDU size
- Time out values
- Local AE titles
- Local IP address and Subnet Mask
- Remote AE Title fields
- Responding TCP/IP ports and addresses

The vendor shall provide a complete list of these parameters including the value range of the configuration parameters.

C. Future Standard Extensions

The PACS vendor shall demonstrate plans for implementing future extensions to the DICOM implementation. This includes, but is not limited to, the capability to support additional Storage SOP classes using newly defined IOD’s, and the capability to receive information from the modality based on the Performed Procedure Step Service class.

STATEMENT OF WORK - CONTINUED

Appendix 2 - DICOM Support

1. DICOM Modalities

A The system shall support integration of each of the image acquisition systems identified in the Generic Clinical Workflow Scenarios in Appendix 2.

B NOTE: In addition to the image acquisition systems identified in Appendix 2, vendors will be expected to support integration of emerging or new DICOM modalities as they become available.

C A thorough description of the method of image acquisition shall be supplied for each type of image acquisition system. The description shall include the method used to obtain correct patient ID and study UID and how the “housekeeping” functions for DICOM objects such as Image Series, Study Components, and Study IODs are handled.

D If integration of any of these image acquisition systems depends on a specific level of system hardware or software for the equipment, this information shall be supplied.

E The system shall include one or more DICOM Storage SCPs which support all necessary storage SOP classes required to support the DICOM Storage SCUs implemented on each image acquisition system.

F The system shall include a DICOM Query/Retrieve SCP. This requirement is intended to support both imaging modalities and third party workstations.

G The DICOM Query/Retrieve SCP shall, at a minimum, support study root query/retrieve information model.

H The system shall include a DICOM Modality Worklist Management SCP (MEDICOM/DICOM Supplement 10). The system will support modality worklists.

I The system shall include a DICOM Storage Commitment Push Model SCP. The system will accept ownership of identified images.

J The system shall include a DICOM Study Component Management SCP. The system will correctly map identified images to RIS ordered studies.

K In situations where a procedure is performed on a patient without prior registration in the RIS, no patient information and study UID is available for the modality to use for the store operation. In these cases the modality will allow the operator to enter the patient information manually, and allocate a study UID of its own. The system shall include an automated mechanism to remap this UID when the RIS order has been performed and communicated to the system and thereby correctly associate the images thus acquired with the appropriate RIS ordered exam.

L The vendor shall provide with the proposal one or more Conformance Statements covering all DICOM functions of the system.

M The vendor shall provide upon request, conformance-testing results that validate the system Conformance Statements.

STATEMENT OF WORK - CONTINUED

Appendix 2 - DICOM Support Continued

2. Non-DICOM Modalities
   - A For existing modalities that cannot be retrofit to support DICOM the vendor shall offer an acquisition gateway that accepts information from the modality and acts as a DICOM Storage SCU of the appropriate SOP class.
   - B The vendor shall provide a mechanism to assure that correct patient and exam identification information is included in all images transmitted to the system.
   - C An acquisition gateway shall include a DICOM Storage Commitment Push Model SCU.
   - D An acquisition gateway shall include a DICOM Study Component Management SCU.
3. General Interface Requirements
   - A The interface between a modality and the system shall not decrease the patient throughput of the modality.
   - B The system shall accept the full, original image dataset transmitted from the modality.
   - C Vendors are expected to support the Department of Defense's Integrating the Healthcare Enterprise, (IHE) initiatives as it evolves.

STATEMENT OF WORK - CONTINUED

Appendix 3: Contract Data Requirements List (CDRL)

The Contractor shall provide on a site specific basis one or more of the following documentation items (DD Forms 1664 items AA through AJ). The specific documentation to be provided will be specified in the delivery order for a specific site.

The Government reserves the right to implement minor changes to the requirements of these submittals, whether on an individual or global basis, during the life of the contract. Such changes may be required to mirror changes in technology and/or the industry itself. Such changes which may impact the Contractor’s cost of preparing these submittals will be negotiated under the auspices of the contracting officer on an as-needed basis.

Item	Title
AA	DIN-PACS Operation and Maintenance Data
AB	Installation Plan
AC	Drawings and Other Documentation
AD	Status Reports
AE	As-Built Drawings
AF	Training Plan
AG	Electronic Security Plan
AH	GFE DICOM Conformance Statement Analysis
AI	Quality Control Plan
AJ	Crisis Management Plan

Table 2: Contract Data Requirements List

STATEMENT OF WORK - CONTINUED

DATA ITEM DESCRIPTION			Form Approved OMB No. 0704-0188
2. TITLE **DIN-PACS Operation and Maintenance Data**		1. IDENTIFICATION NUMBER **AA**	
3. DESCRIPTION/PURPOSE All service software, system administration, operating instructions and maintenance manuals for all items in the DIN-PACS system (hardware, software and ancillary items) for each site for successful operation and maintenance.			
4. APPROVAL DATE *(YYMMDD)* 08/09/08	OFFICE OF PRIMARY RESPONSIBILITY (OPR) DSCP	6a. DTIC APPLICABLE	6B. GIDEP APPLICABLE
7. APPLICATION/INTERRELATIONSHIP			
8. APPROVAL LIMITATION	9a. APPLICABLE FORMS	9b. AMSC NUMBER	

10. PREPARATION INSTRUCTIONS

DIN-PACS Equipment Documentation. The Contractor shall furnish their commercial system administration's manuals, operator's manuals, and maintenance manuals including:

a. Wiring schematics
b. Parts price list
c. Installation instructions
d. Inspection procedures and standards
e. Theory of operation
f. Sub-component removal and repair
g. Diagnostic software operation, configuration and testing/troubleshooting procedures
h. System maintenance procedures

for the supplied DIN-PACS system and all subsystems. Copies of document corrections shall be supplied for the life of the system.

DIN-PACS Service Software. The Contractor shall furnish their DIN-PACS system software with the supplied system. Two copies to the site, one to stay with the system and one to remain in the biomedical maintenance branch of the facility. All software and supporting literature is to be updated as required software upgrades are fielded.

If a CLIN item is created by the integration of more than one sub-component (I.e., a workstation has a CPU, monitors, network connections, software applications, RAM, ROM and disk storage), the service literature shall include complete descriptions of sub-component integration as well as sub-component and system level testing and repair operations.

11. DISTRIBUTION STATEMENT

As cited in delivery order for specific site.

DATA ITEM DESCRIPTION

Form Approved OMB No. 0704-0188

2. TITLE	1. IDENTIFICATION NUMBER
Installation Plan	**AB**

3. DESCRIPTION/PURPOSE

The Contractor shall submit an installation plan to advise the Government of the Contractor's scheduled work for each site within the framework of required delivery and installation times. The installation plan must provide the information and be organized as described below, and include a table of contents.

4. APPROVAL DATE *(YYMMDD)*	OFFICE OF PRIMARY RESPONSIBILITY (OPR)	6a. DTIC APPLICABLE	6B. GIDEP APPLICABLE
08/09/08	DSCP		

7. APPLICATION/INTERRELATIONSHIP

8. APPROVAL LIMITATION	9a. APPLICABLE FORMS	9b. AMSC NUMBER

10. PREPARATION INSTRUCTIONS

1. Management Plan

a. **Project Management.** Identify those Contractor personnel to be involved in managing the project, from upper management to the full time, on-site project manager. Provide name, title, assigned responsibilities, qualifications, address and phone number.

b. **Project Execution.** A schedule for site preparation, deliveries and installation work shall be provided. Include provisions for:

(1) Storage of tools, equipment and materials, and subcontractor access to the installation site.

(2) Actions planned to minimize disruption to traffic and other routine operations of the activity which the Contractor has coordinated with the Government on-site representative (COTR).

(3) The method agreed upon between the Contractor and the COTR to coordinate the interruption of power and/or other utilities when necessary for the installation.

(4) The times and procedures agreed upon between the Contractor and the COTR for work items which may cause excessive noise or structural vibrations (etc., core-drilling).

(5) Acknowledgment of the specific site's normal duty hours.

c. **Quality Control.** Provide a quality control plan for all work, including that of subcontractors, to assure compliance with contract specifications and all applicable building and utilities standards and codes. Quality control measures shall include, but not limited to:

(1) Obtaining all payment and performance bonds, permits, licenses and insurance covering all construction operations.

(Continued on next page)

11. DISTRIBUTION STATEMENT

As cited in delivery order for specific site.

Data Item AB
Installation Plan

Block 10. PREPARATION INSTRUCTIONS Continued:

(2) Performing all inspections and tests required in the technical provisions of the contract specifications. An inspection schedule, keyed to the project execution schedule and contract delivery times, shall be provided to indicate the inspections and tests to be performed, reference(s) to the actual specifications, standards and/or codes, the names and positions of personnel responsible for performing the tests and/or inspections, and the estimated time required for each.

(3) A listing of subcontractors, to include consultants and testing laboratories that will be used by the Contractor, including a description of the services/work items that these firms will provide at each site.

(4) A list of persons authorized by the Contractor to sign shop drawings, samples, certificates, or other submittals for contract compliance.

2. Production Plan

a. Work Statements. Work statements and costs for Levels II and III turnkey efforts must be provided for each task necessary to accomplish the site preparation of the DIN-PACS system at each site. The work statements must include descriptive text detailing the work needed. Specifically, the work statement(s) shall include the descriptions, instructions, standards, specification, rules, quality, qualifications, limitations, schedules and requirements for all materials, tools, equipment, labor, procedures, superintendence, service, construction and demolition as applicable. The work statement(s), with costs, shall be prepared using the Construction Specifications Institute (CSI) 16-division format (MASTERFORMAT) of standardized divisions.

b. Work Breakdown Structure (WBS). Where determined necessary by the Contracting Officer [upon Government determination of task or division scope/complexity/cost], a WBS may be required to be submitted as part of the Production Plan on a site-specific basis for evaluation purposes. Contractor must submit this upon request of the Contracting Officer for the task(s) or division(s) identified. This is applicable to equipment installation tasks as defined in Section C, as well as site preparation tasks. Each WBS element shall be priced on a site-by-site basis.

c. Site-Specific Price Breakdown. A site-specific price breakdown for equipment, equipment installation, and site preparation must be provided for each DIN-PACS site.

d. Installation drawings shall be incorporated into this plan as defined in Item AC, Drawings and Other Documentation.

DATA ITEM DESCRIPTION					*Form Approved OMB No. 0704-0188*
2. TITLE **Drawings and Other Documentation**			1. IDENTIFICATION NUMBER **AC**		
3. DESCRIPTION/PURPOSE The Contractor shall submit turnkey plans and documentation as listed below.					
4. APPROVAL DATE *(YYMMDD)* 08/09/08	OFFICE OF PRIMARY RESPONSIBILITY (OPR) DSCP		6a. DTIC APPLICABLE	6B. GIDEP APPLICABLE	
7. APPLICATION/INTERRELATIONSHIP					
8. APPROVAL LIMITATION	9a. APPLICABLE FORMS	9b. AMSC NUMBER			

10. PREPARATION INSTRUCTIONS

1. Turnkey Plans. Contractor shall prepare and submit turnkey plans to the Government for a specified facility according to the level of turnkey support required and specified for each site.

a. **Definition.** Turnkey plans shall be defined as those materials that identify and specify the complete facility preparation and equipment installation effort.

b. **Preparation.** Full A&E plans and specifications for Level III turnkey support shall be prepared by, or under the supervision of, and shall be signed and certified by a registered architect or registered engineer licensed and practicing in the United States. Similarly, single line drawings for Level II turnkey support shall be signed and certified by a registered architect or engineer. All other installation plans must be certified by the equipment manufacturer.

(Continued on pages 2 through 6)

11. DISTRIBUTION STATEMENT

See Tables D and E below.

Data Item AC
Drawings and Other Documentation

Block 10. PREPARATION INSTRUCTIONS Continued:

Turnkey Level	Description	Examples of A & E Support
I	Item(s) to be ordered off of the contract can be sited and installed without site preparation. Examples of such delivery orders may include basic DIN-PACS, subsystems, or upgrades to existing DIN-PACS.	• Equipment data sheets. • Contractor's standard equipment site plans, including equipment item dimensions, maintenance footprint, power requirements and heat load.
II	Item(s) to be ordered off of the contract require some minor site preparation. Examples of these include, but are not limited to, pulling of cable and provision of a few cable/fiber drops (i.e., around 10 or less), installation of one or two additional power outlets, installation of a power conditioner or network device, and minor finish patchwork.	• Equipment data sheets. • Contractor's standard equipment site plans, including equipment item dimensions, maintenance footprint, power requirements and heat load. • Basic schematic of installation area (CAD plan of area(s) at a minimum) • Single line drawing(s) [e.g. cable, electrical] where applicable • Work statements with costs • Weekly status reports
III	Item(s) to be ordered off of the contract require substantial site preparation, whether they be in one area and broad in scope, or in many areas with a narrow scope. Examples of this may include installation of casework/countertops for a reading area, provision of a new computer/equipment room, or replacing the existing network infrastructure.	• Equipment data sheets • Contractor's standard equipment site plans, including equipment item dimensions, maintenance footprint, power requirements and heat load. • Full architectural drawings/plans, with design, construction, and final as-built submissions • Specifications manual separate from plans • Work statements with costs • Weekly status reports • Government tasks listing

Table 3: Turnkey Levels with Examples

c. Contents**.** The turnkey plans for each site, based on the level of turnkey support required, shall include, as a minimum, the following:

(1) Drawings. The turnkey drawings shall include floor, reflected ceiling, plumbing, mechanical, electrical, power (general and equipment wiring) and fire detection/suppression (containing both electrical and mechanical plans), demolition, structural, architectural and equipment plans. Only personnel proficient in the preparation of engineering drawings to standards satisfactory and acceptable to the Government shall be employed to prepare or modify the original drawings. The drawings shall be titled, scaled and labeled and include notes, legends, schedules, isometrics, elevations, risers and details. If specified in on a delivery order against the contract, perspective sketches shall be provided to assess overall project design. Construction specifications may be cited on the drawings themselves for level II efforts, but must be submitted in a separate manual for level III efforts.

Data Item AC
Drawings and Other Documentation

Block 10. PREPARATION INSTRUCTIONS Continued:

TURNKEY LEVEL	REQUIRED DRAWINGS
I	• Floor plans with room by room equipment layouts • Contractor's standard equipment site plans, including equipment item dimensions, maintenance footprint, power requirements and heat load.
II	• Floor plans with room by room equipment layouts. • Contractor's standard equipment site plans, including equipment item dimensions, maintenance footprint, power requirements and heat load. • Communications system design, including a single diagram showing all interconnections and interfaces to existing equipments for the entire DIN-PACS system. • Electrical and/or other affected system design and modifications.
III	• Floor plans with room by room equipment layouts. • Contractor's standard equipment site plans, including equipment item dimensions, maintenance footprint, power requirements and heat load. • Electrical system design and modifications. • Plumbing system design and modifications. • HVAC system design and modifications. • Fire protection and alarm system design and modifications. This portion shall also address overall compliance with the NFPA Life Safety Code (NFPA 101) and other applicable codes. • Communications system design, including a single diagram showing all interconnections and interfaces to existing equipments for the entire DIN-PACS system. • Construction specifications manual, CSI MASTERFORMAT. • Samples, materials list, construction schedule, manuals.

Table 4: Turnkey Drawings/Plans Breakdown

Data Item AC
Drawings and Other Documentation

Block 10. PREPARATION INSTRUCTIONS Continued:
The remaining items are required for level III turnkey efforts only, unless otherwise specified:

(2) **Samples.** Samples of all ceiling(s), floor(s) and wall(s) coverings/finishes shall be furnished. The samples shall be marked to show the name of the material, the manufacturer or source of the material, trade name (if applicable) and the location(s) the material(s) will be used within the project site.

(3) **Materials List(s).** The materials list(s) shall include the catalog numbers, specifications, manufacturers, and descriptive data of all ancillary equipment such as air conditioners, humidifiers, fire extinguishers, fire protection system, detectors, cabinets, registers, monitors, power regulation/protection systems, view boxes, light fixtures, electrical panels, electrical wire, pipes, plumbing fixtures and other items necessary for the construction of a complete and usable facility.

(4) **Construction Schedule(s).** A schedule of construction/site preparation progress indicating the commencement and completion dates that are targeted from the date the Contracting Officer authorizes the turnkey plans and notifies the Contractor to commence with turnkey installation. This should be a part of the work execution plan in paragraph 1.b., Data Item AB, Installation Plan

(5) **Fire Protection Plan.** If applicable, Contractor shall submit a detailed description/plan of the proposed fire protection system. Plan shall address, as a minimum, the following:

- Complete fire alarm specification
- Adequacy of exits and means of egress
- Building separation or exposure protection
- Location of fire rated walls and partitions
- Adequacy of water supplies and hydrants
- Fire alarm and detection system
- Interior finish ratings
- Riser diagram for sprinkler system
- Riser diagram for fire alarm and detection system
- Door schedule showing fire ratings and addressing panic hardware.
- Penetrations including doors, plumbing, conduit, etc. between the new and existing building.

Submittal shall also include:

- Proof of Contractor's certification by Nationally Recognized Testing Laboratory (NRTL).
- Complete electrical installation drawings showing a layout and location of all alarm initiating and signaling devices. Shall show the location of, and connection to, all other devices and equipment which are included in the complete function of the fire alarm system. The layout and location of all conduit runs, wire counts, device wiring order, and a proposed wire color code to be used.
- Catalog cuts or descriptive data of all material and equipment with sufficient information provided so that the exact function of each device is known.

(6) **Operation and Maintenance Manuals.** Contractor shall supply two (2) operation and maintenance manuals for all ancillary systems (e.g., AC units). Operating instructions shall include thorough testing procedures and recommended testing frequencies for each item. Maintenance instructions shall include a complete troubleshooting manual. Contractor shall provide a copy of the certification form required by NFPA 72B and 72D, and a copy of the readings taken during the testing required by NFPA 72H. Contractor may provide the manuals as part of the operation and maintenance manuals cited in Item AA, DIN-PACS Operation and Maintenance Data.

Data Item AC
Drawings and Other Documentation

Block 10. PREPARATION INSTRUCTIONS Continued:

2. **Submission of Turnkey Plans.** Contractor shall submit turnkey plans in the following phases (all timeframes are in calendar days. Deadlines falling on weekends will be pushed to the following non-Federal holiday weekday). The Government reserves the right to "skip" a turnkey plans submission phase based on site-specific requirements and the quality of the Contractor's submission. For instance, the Contractor may be given Notice to Proceed with Construction after approval of design phase installation plans if the quality and detail of the preliminary installation plans are of sufficient quality.

Turnkey Level	Preliminary Installation Plans (PIP)	Design Phase Installation Plans (DPIPs)	Installation Phase Installation Plans (IPIPs)
I	Within **21** days after written notice from the Contracting Officer (if applicable)	Not applicable.	Not applicable.
II	Within **30** days after written notice from the Contracting Officer	Within **21** days after Contracting Officer's written approval of the PIP, or within 15 days of a notice from the Contracting Officer to *revise* the DPIPs.	Within **15** days after receipt of the "Notice to Commence Preparation of the IPIPs.", or after a notice from the Contracting Officer to *revise* the IPIPs.
III	Within **30** days after written notice from the Contracting Officer	Within **45** days after Contracting Officer's written approval of the PIP, or within 15 days of a notice from the Contracting Officer to *revise* the DPIPs.	Within **15** days after receipt of the "Notice to Commence Preparation of the IPIPs.", or after a notice from the Contracting Officer to *revise* the IPIPs.

Table 5: Turnkey Plans Submission Schedule

3. **Distribution of Turnkey Plans**. The following is the distribution and quantity schedule for turnkey documentation:

			Level III Turnkey Only		
Entity	**PIP, DPIPs and IPIPs**	**Work Statement/ Cost Data**	**Set of Samples**	**Materials Lists**	**Construction Schedule**
Contracting Officer (DSCP)	**1 copy**	**1 copy**		**1 copy**	**1 copy**
Project COTR	**5 copies**	**5 copies**	**1 set**	**1 copy**	**1 copy**
Service PACS Office	**2 copies**	**2 copies**	**1 set**	**1 copy**	**1 copy**

Table 6: Turnkey Plans Distribution

Data Item AC
Drawings and Other Documentation

Block 10. PREPARATION INSTRUCTIONS Continued:

4. **Authorization of Turnkey Plans**.

A Authorization of PIP. Once the PIP has been reviewed and determined acceptable, the Contracting Officer will issue a written notice to proceed with preparation of the DPIPs to the Contractor.

B Authorization of the DPIPs. Once the submitted DPIPs have been reviewed and determined acceptable, the Contracting Officer will issue a "Notice to Commence Preparation of Installation Phase Installation Plans" to the Contractor. Otherwise, revision(s) to the DPIPs shall be prepared and resubmitted for re-evaluation until an acceptable determination is provided by the Contracting Officer.

C Authorization of the IPIPs. Once the submitted IPIPs have been reviewed and determined acceptable, the Contracting Officer shall issue a "Notice To Commence Turnkey Installation" to the Contractor. Otherwise, revision(s) to the IPIPs shall be prepared and resubmitted for re-evaluation until an acceptable determination is provided by the Contracting Officer.

D Government Review of Turnkey Plans. Review by the Government of each phase plans and of all required revisions shall take up to 30 days. Immediately upon conclusion of the review, the Contracting Officer will notify the contractor to either revise the plans or to commence the next task as appropriate.

STATEMENT OF WORK - CONTINUED

DATA ITEM DESCRIPTION				*Form Approved OMB No. 0704-0188*
2. TITLE **Status Reports**			1. IDENTIFICATION NUMBER **AD**	
3. DESCRIPTION/PURPOSE The Contractor shall submit weekly status reports for Level II and III turnkey efforts.				
4. APPROVAL DATE *(YYMMDD)* 08/09/08	OFFICE OF PRIMARY RESPONSIBILITY (OPR) DSCP		6a. DTIC APPLICABLE	6B. GIDEP APPLICABLE
7. APPLICATION/INTERRELATIONSHIP				
8. APPROVAL LIMITATION	9a. APPLICABLE FORMS	9b. AMSC NUMBER		

10. PREPARATION INSTRUCTIONS

1. Definition. The Contractor shall submit weekly status reports for Level II and III turnkey efforts on the progress of the turnkey installation, beginning with “Notice to Proceed with Construction” through equipment installation and testing. These reports shall include, but are not limited to, the following information:

a. Stage of completion - A brief description of the work completed and the next task to be accomplished.
b. Deviations from the established work schedule, i.e. delays.
c. Nature of delays and their anticipated effect on the overall project completion date.
d. Changes made to the approved turnkey plans.
e. Listing of all additional requirements or costs to the overall contract.
f. Methods to resolve all problems, discrepancies or delays.

2. Submission of Status Reports. Project status reports shall be submitted by the Contractor’s on-site project manager at the close of each work week. Reports shall be submitted to the on-site COTR, and copies shall be forwarded via fax or email the Contracting Officer at DSCP and the designated point of contact at the appropriate military service PACS office (or Logistics Field Office).

11. DISTRIBUTION STATEMENT

As cited in delivery order for specific site.

DATA ITEM DESCRIPTION				*Form Approved OMB No. 0704-0188*
2. TITLE **As-Built Drawings**			1. IDENTIFICATION NUMBER **AE**	
3. DESCRIPTION/PURPOSE The Contractor shall submit as-built drawings for Level II and III turnkey efforts.				
4. APPROVAL DATE *(YYMMDD)* 08/09/08	OFFICE OF PRIMARY RESPONSIBILITY (OPR) DSCP		6a. DTIC APPLICABLE	6B. GIDEP APPLICABLE
7. APPLICATION/INTERRELATIONSHIP				
8. APPROVAL LIMITATION	9a. APPLICABLE FORMS	9b. AMSC NUMBER		

10. PREPARATION INSTRUCTIONS

1. General. The Contractor shall maintain two (2) full size sets of blue-line prints for use in preparation of as-built drawings by the Contractor. The as-built drawings shall be a record of the construction as installed and completed by the Contractor. They shall include all the information shown on the approved construction phase turnkey plans and a record of all deviations, modifications, or changes from those drawings, however minor, which were incorporated in the work, all additional work not appearing on the approved construction phase turnkey plans, and all changes which are made after final inspection of the turnkey installation. In the event the Contractor accomplishes additional work which changes the as-built conditions of the facility after submission of the as-built drawings, the Contractor shall furnish revised and/or additional drawings as required to depict as-built conditions.

2. Preliminary As-Built Drawings. The contractor shall mark up one set of drawings (red-line) to show the as-built conditions. These as-built marked drawings shall be kept current and available on the job site at all times. All changes from the approved turnkey plans which might be uncovered in the course of construction shall be accurately and neatly recorded as they occur by means of details and notes. The drawings shall show the following information, but not be limited there to:

a. The location and description of all utility lines or other installation of all kinds or description known to exist within the construction area. The location includes dimensions to permanent features.
b. The location and dimensions of all changes within the building, structure or surrounding areas.
c. Changes in details of design or additional information obtained from the turnkey plans including but not limited to fabrication, erection, installation plans and placing details, pipe sizes, insulation material, dimensions of equipment foundations, etc.
d. All changes or modifications which result from the final inspection.

11. DISTRIBUTION STATEMENT

As cited in delivery order for specific site.

Data Item AE
As-Built Drawings

Block 10. PREPARATION INSTRUCTIONS Continued:

3. Submission of Preliminary As-Built Drawings. One (1) copy of the preliminary as-built drawings shall be present on-site at the time of acceptance inspection testing for review and approval by Government representatives. Upon approval, this copy will be returned to the Contractor for use in preparation of final as-built drawings. If upon review, the drawings are found to contain errors and/or omissions, they shall be returned to the Contractor for corrections. The Contractor shall complete the corrections and return the drawings to the COTR within thirty (30) calendar days for approval.

4. Final As-Built Drawings. Upon approval of the preliminary as-built drawings, the Contractor shall submit one (1) set of the final as-built drawings on reproducible media such as Mylar or sepia, and two (2) paper copies, to the Chief of the Facilities Management Office at the installation site, and one (1) paper copy to the Contracting Officer. If readily available, a copy of the drawings on a compact disc (e.g., AutoCAD).

5. Approval. The Contracting Officer's approval of the above data does not relieve the Contractor of the responsibility for providing data in strict accordance with the requirements of this contract. The Contracting Officer's approval is for the benefit of the Government and does not change the Contractor's responsibility in any manner.

DATA ITEM DESCRIPTION			*Form Approved OMB No. 0704-0188*
2. TITLE **Training Plan**		1. IDENTIFICATION NUMBER **AF**	
3. DESCRIPTION/PURPOSE The Contractor shall submit a training plan specific to each site.			
4. APPROVAL DATE *(YYMMDD)* 08/09/08	OFFICE OF PRIMARY RESPONSIBILITY (OPR) DSCP	6a. DTIC APPLICABLE	6B. GIDEP APPLICABLE
7. APPLICATION/INTERRELATIONSHIP			
8. APPROVAL LIMITATION	9a. APPLICABLE FORMS	9b. AMSC NUMBER	
10. PREPARATION INSTRUCTIONS The Contractor shall provide to the Contracting Officer a plan for training Government personnel for each site. This plan shall include all training requirements outlined in Section I of the solicitation. The training plan shall be based upon interaction with each site to develop site acceptable training schedule. Plan shall be subject to Government approval.			
11. DISTRIBUTION STATEMENT As cited in delivery order for specific site.			

DATA ITEM DESCRIPTION				*Form Approved OMB No. 0704-0188*
2. TITLE **Electronic Security Plan**			1. IDENTIFICATION NUMBER **AG**	
3. DESCRIPTION/PURPOSE The Contractor shall submit a security plan for each site for safeguard of medical records.				
4. APPROVAL DATE *(YYMMDD)* 08/09/08	OFFICE OF PRIMARY RESPONSIBILITY (OPR) DSCP		6a. DTIC APPLICABLE	6B. GIDEP APPLICABLE
7. APPLICATION/INTERRELATIONSHIP				
8. APPROVAL LIMITATION	9a. APPLICABLE FORMS	9b. AMSC NUMBER		
10. PREPARATION INSTRUCTIONS The Contractor shall submit a security plan for the safeguard of medical records contained in the exam database. The plan shall be prepared in accordance with AR 380-19 and shall provide safeguards of at least the “C-2 level of trust” (unclassified, sensitive information that requires controlled access protection but not data encryption).				
11. DISTRIBUTION STATEMENT As cited in delivery order for specific site.				

DATA ITEM DESCRIPTION

Form Approved OMB No. 0704-0188

2. TITLE **GFE DICOM Conformance Statement Analysis**	1. IDENTIFICATION NUMBER **AH**

3. DESCRIPTION/PURPOSE
The Contractor shall submit a GFE DICOM conformance statement analysis.

4. APPROVAL DATE *(YYMMDD)*	OFFICE OF PRIMARY RESPONSIBILITY (OPR)	6a. DTIC APPLICABLE	6B. GIDEP APPLICABLE
08/09/08	DSCP		

7. APPLICATION/INTERRELATIONSHIP

8. APPROVAL LIMITATION	9a. APPLICABLE FORMS	9b. AMSC NUMBER

10. PREPARATION INSTRUCTIONS

Vendor shall review all Government Furnished Equipment (GFE), noting the make, model, software version, and current DICOM Conformance.

Based on the review of the GFE, the vendor shall provide an analysis describing the steps they will take to interface the GFE with the proposed PACS.

11. DISTRIBUTION STATEMENT
As cited in delivery order for specific site.

DATA ITEM DESCRIPTION			*Form Approved OMB No. 0704-0188*
2. TITLE **Quality Control (QC) Plan**		1. IDENTIFICATION NUMBER **AI**	
3. DESCRIPTION/PURPOSE The Contractor shall submit a complete QC program specific to each site.			
4. APPROVAL DATE *(YYMMDD)* 08/09/08	OFFICE OF PRIMARY RESPONSIBILITY (OPR) DSCP	6a. DTIC APPLICABLE	6B. GIDEP APPLICABLE
7. APPLICATION/INTERRELATIONSHIP			
8. APPROVAL LIMITATION	9a. APPLICABLE FORMS	9b. AMSC NUMBER	
10. PREPARATION INSTRUCTIONS The Contractor shall provide a plan for QC for the DIN-PACS system for each site.			
11. DISTRIBUTION STATEMENT As cited in delivery order for specific site.			

DATA ITEM DESCRIPTION				*Form Approved OMB No. 0704-0188*
2. TITLE **Crisis Management Plan**		1. IDENTIFICATION NUMBER **AJ**		
3. DESCRIPTION/PURPOSE The Contractor shall submit a crisis management plan specific to each site.				
4. APPROVAL DATE *(YYMMDD)* 08/09/08	OFFICE OF PRIMARY RESPONSIBILITY (OPR) DSCP	6a. DTIC APPLICABLE	6B. GIDEP APPLICABLE	
7. APPLICATION/INTERRELATIONSHIP				
8. APPROVAL LIMITATION	9a. APPLICABLE FORMS	9b. AMSC NUMBER		
10. PREPARATION INSTRUCTIONS The Contractor shall submit a crisis management plan as required for each site to illustrate all steps to be taken by the Contractor to insure clinical capability in case of a system crisis/shutdown (should include scenarios to cover all critical subsystems as well as the entire system overall).				
11. DISTRIBUTION STATEMENT As cited in delivery order for specific site.				

STATEMENT OF WORK - CONTINUED

Appendix 4: Turnkey Installation

TURNKEY INSTALLATION FOR DIN-PACS

1. Turnkey Installation

1.1. The DIN-PACS Contractor shall provide complete turnkey installation of all components of the DIN-PACS (price for turnkey installation will be determined on a site specific basis). The "level" of turnkey installation for each site will be specified in the delivery order. In the absence of a specific turnkey installation being designated, Contractor shall assume Level I turnkey installation is required.

1.2. Turnkey installation may include, but is not limited to, networking, transformers, power runs, uninterruptible power supplies (UPS), disconnects, conduit, electrical wiring, network backbone infrastructure, structural support, accessory office furniture, heating, ventilation and air conditioning (HVAC) and finish work as required to support the DIN-PACS installation and system operation. Contractor shall be responsible for verifying that the existing utilities, including the telecommunications network and infrastructure, are adequate for the proposed system.

2. Definition

2.1. Turnkey installation refers to the Government's minimum requirements for the provision of a complete, functional and fully operational DIN-PACS system for each individual site. The term "turnkey" is broadly used here, meaning "built, supplied and/or installed complete and ready to operate". This includes both DIN-PACS equipment installation AND site preparation. As such, all DIN-PACS supplied under this contract will require some degree of turnkey installation, ranging from DIN-PACS subsystems or upgrades with no site preparation and requiring installation, calibration, testing and training only, up to full scale DIN-PACS with extensive site preparation in addition to installation, calibration, testing and training.

Turnkey installation includes all equipment installation and integration, as well as any site-specific work items (site preparation) which may be required to achieve this installation and integration. Such work items include, but are not limited to:

- Architectural (i.e., new or existing floor, wall, ceiling, etc.), including all patch/repair of penetrations and/or damage, and the priming and replacement of existing finishes.
- Structural support
- Support structures for the equipment including racks, tables, carts, and floor, wall and ceiling mounts.
- Provisional work surfaces, space saving and cable management systems such as cable trays, keyboard trays, etc.
- Connecting with existing utilities, including plumbing and HVAC
- Provision of new utilities where existing utilities are 'maxed out'
- Installation of power equipment, power runs, disconnects, conduit, wiring, etc., including all terminations
- Lighting
- Power conditioning and UPS installations
- Plumbing, HVAC and fire protection (e.g., new equipment room)
- Communications infrastructure, including pulling of cables, cable drops, terminations, fiber installation, and the provision and installation of any hardware/software support.
- Integration of the required DIN-PACS with existing network(s) and devices.
- Network setup and testing.

STATEMENT OF WORK - CONTINUED

Appendix 4: Turnkey Installation Continued

A distinction is defined here between equipment, equipment installation, and site preparation. For the purposes of this solicitation the following definitions are provided:

EQUIPMENT

1. All DIN-PACS equipment, including but not limited to:

- Workstations
- Storage Devices
- Servers
- Interconnecting cables and jumpers and all software, hardware, firmware and ancillary devices required for full functionality.

2. All network/communications devices/components, including but not limited to:

- Network PCs
- Monitors
- Servers
- Hubs
- Switches
- Routers
- Transceivers
- Network interface cards
- Storage Devices
- Interconnecting cables and jumpers and all software, hardware, firmware and ancillary devices required for full functionality.

EQUIPMENT INSTALLATION

- The physical placement of all of the above equipment in designated location.
- The physical connection of each equipment item to it's dedicated network cable/fiber drop(s) and/or to other devices.
- The physical integration of the required DIN-PACS with existing network(s) and existing devices.
- Network setup and testing.

SITE PREPARATION

- Architectural (i.e., new or existing floor, wall, ceiling, etc.), including all patch/repair of penetrations and/or damage, and the priming and replacement of existing finishes.
- Structural support
- Support structures for the equipment including vertical or horizontal racks, tables, carts, and floor, wall and ceiling mounts
- Provisional work surfaces, space saving and cable management systems such as cable trays, keyboard trays, etc.
- Connecting with existing utilities, including plumbing and HVAC
- Provision of new utilities where existing utilities are 'maxed out'
- Installation of power equipment, power runs, disconnects, conduit, wiring, etc., including all terminations
- Lighting
- Power conditioning and UPS installations
- Plumbing, HVAC and fire protection (e.g., new equipment room)
- Communications infrastructure, including pulling of cables, cable/fiber drops, terminations, fiber installation, and the provision and installation of any hardware/software support for that infrastructure.

STATEMENT OF WORK - CONTINUED

Appendix 4: Turnkey Installation Continued

2.2 Discussion of Overall Requirements

For each site, the Contractor shall furnish all design plans, labor, materials, and equipment necessary to accommodate the installation of the designated DIN-PACS. The DIN-PACS equipment required and a facility's existing conditions will be considered by the Government in determining the actual level of architectural and engineering support required for each site. In general, required turnkey documentation will range from simple room layout drawings/schematics to complete architectural and engineering drawings/plans, work statements and specifications. Actual site preparation work items will also vary, ranging from, for example, the installation of a dedicated outlet, to the provision of a dedicated equipment room with supporting utilities and communications infrastructure.

2.3 Turnkey Scenarios

The Contractor shall provide complete turnkey installation as specified herein for each individual location, providing a complete, functional and fully operational DIN-PACS site. The "level" of turnkey installation will be specified in each delivery order, and are defined below.

The DIN-PACS installation site shall be defined as the area within the facility designated for the turnkey installation of the DIN-PACS configuration specified in the delivery order, and all ancillary support equipment.

Actual site preparation costs shall be determined on a site-specific basis for each delivery order following a site visit and review of existing hospital as-built drawings, where applicable. When requested by the Government to make cost estimates for a specific site, the Contractor shall make the assumptions below. Those items which are assumed to be "not known", will be evaluated and priced, where applicable, by the Contractor on a site-specific basis prior to issuance of a delivery order, and should NOT be included in the "estimated site preparation costs compilation". To insure clarity, vendor's assumption of what is "not known" must be included.

Level I Assumptions

- The existing space is adequate in each installation area, including space in an existing computer/equipment room where required.
- The existing floor loading capacity is adequate in each installation area.
- There is no asbestos in any of the installation areas.
- The existing air conditioning capacity is adequate in each installation area.
- The existing lighting is known to be adequate in each installation area.
- The existing power is known to be adequate in each installation area.
- The hospital network infrastructure is adequate to handle the DIN-PACS bandwidth.
    - ♦ All cable/fiber drops and conduit are existing.
    - ♦ Contractor only needs to provide jumpers/connectors from the communications panel in the equipment room/area to the DIN-PACS equipment.
    - ♦ Contractor only needs to place workstations and effect connections to the existing cable/fiber drops.
    - ♦ All imaging modalities at the site to be connected to the DIN-PACS are within 100 linear feet of the DIN-PACS connection point.
    - ♦ CHCS drops exist within 10 linear feet of each DIN-PACS device where integration to the CHCS is required.
- Dedicated phone/data lines for DIN-PACS remote diagnostics are NOT known to be readily available.
- The supporting furniture/casework/rack mounts are adequate in each installation area.

Appendix 4: Turnkey Installation Continued

Level II Assumptions

- The existing space is adequate in each installation area.
- The existing floor loading capacity is NOT known in each installation area.
- The existing air conditioning capacity is NOT known in each installation area.
- There is no asbestos in any of the installation areas.
- The existing lighting is adequate in each installation area.
- The existing power is NOT known to be adequate in each installation area.
- The hospital network infrastructure is NOT known to be adequate to handle the DIN-PACS bandwidth.
    - ♦ It is known however that NO cable/fiber drops or conduit exist in the installation areas for any DIN-PACS device.
    - ♦ The contractor must provide a minimum of two (2) standard UTP Category 5 drops, and two (2) pair of 62.5 multimode fiber with SC connectors, at each device provided with the DIN-PACS.
    - ♦ All imaging modalities at the site to be connected to the DIN-PACS are within 100 linear feet of the DIN-PACS connection point.
    - ♦ CHCS drops exist within 10 linear feet of each DIN-PACS device where integration to the CHCS is required.
- Dedicated phone/data lines for DIN-PACS remote diagnostics are NOT known to be readily available.
- The supporting furniture/casework is NOT completely adequate some each installation area.

Level III Assumptions

- The existing space is NOT known to be adequate in each installation area.
    - ♦ It is known however that a dedicated, fully functional DIN-PACS computer/equipment room is required to house the Contractor's system. Shall be sized according to Contractor's equipment needs and as required in Paragraph 12.8.7 for future growth.
    - ♦ Contractor shall assume that the space provided by the hospital for siting of computer room will be an existing empty room (e.g., office space) of sufficient size to accommodate the Contractor's equipment plus 20% expansion (as required). Contractor shall be responsible for providing a fully functional computer room from this space. Assume that VCT, painted walls, acoustic drop ceiling, lighting, fire detection, annunciation, and suppression are existing (except for that required of raised flooring systems). If raised flooring is not required by the Contractor's design, the Contractor shall state as such. Assume HVAC is not sufficient, and a dedicated AC unit is required.
- The existing floor loading capacity is NOT known in each installation area.
- There is no asbestos in any of the installation areas.
- The existing air conditioning capacity is NOT known in each installation area.
    - ♦ It is known however that an AC condenser unit for the computer/equipment room can be located within 50 linear feet of, and directly on the roof above, this room.
    - ♦ It is known that the hospital does have adequate capacity in the environmental monitoring system (EMS), and the nearest panel for tie-in is located within 150 linear feet of the room. Assume monitoring of three (3) parameters.

STATEMENT OF WORK - CONTINUED

Appendix 4: Turnkey Installation Continued

- The existing fire detection, annunciation and protection systems are adequate to support expansion as required by the new computer/equipment room.
  - ♦ Connection to existing smoke detectors in an existing zone is available within 10 linear feet.
  - ♦ No connection to the annunciation panel is required since an existing zone is being used.
- The existing lighting is NOT known to be adequate in each installation area.
  - ♦ It is known however that power for lighting is available at a distribution panel on the same floor within 100 linear feet of the new computer/equipment room.
- The existing power is NOT known to be adequate in each installation area.
  - ♦ It is known however that power for computer/equipment room air conditioning is available at a distribution panel on the same floor within 100 linear feet of the new AC unit(s).
  - ♦ It is known that power for computer/equipment room air conditioning is available at a distribution panel on the same floor within 100 linear feet of the new AC unit(s).
  - ♦ It is known that power for new outlets is available at a distribution panel on the same floor within 100 linear feet of the new computer/equipment room.
- The hospital network infrastructure is 10Mbps Ethernet and cannot handle the DIN-PACS bandwidth. The contractor must provide a dedicated sub-net.
  - ♦ The contractor must provide a minimum of two (2) standard UTP Category 5 drops, and two (2) pair of 62.5 multimode fibers with SC connectors, at each device provided with the DIN-PACS.
  - ♦ All imaging modalities at the site to be connected to the DIN-PACS are within 100 linear feet of the DIN-PACS connection point.
  - ♦ CHCS drops exist within 10 linear feet of each DIN-PACS device where integration to the CHCS is required.
- Dedicated phone/data lines for DIN-PACS remote diagnostics are NOT known to be readily available.
- The supporting furniture/casework is NOT completely adequate some each installation area.

2.4 Site-Specific Conditions

Contractor shall work with Government personnel to schedule and coordinate a site survey. During this survey, the Contractor shall be responsible for determining all site specific requirements necessary to ensure the operation of the DIN-PACS system within contract specifications. It shall be the Contractor's responsibility to determine any information necessary to accomplish the turnkey installation of the defined DIN-PACS configuration. Site drawings and local site information in the possession of the Government will be available to the Contractor at the site survey. It shall be the Contractor's responsibility to confirm or determine any additional information necessary to accomplish the turnkey installation of the DIN-PACS. The Contractor’s cost of performing such a survey should be priced under CDRL AB, Installation Plan.

STATEMENT OF WORK - CONTINUED

Appendix 4: Turnkey Installation Continued

2.5 Cost Breakdown

After assessment of the adequacy of all existing conditions, the Contractor shall provide a site-specific turnkey installation cost breakdown as required in CDRL AB, Installation Plan, and in the format listed below:

Division	Description	Price
1	General Requirements	$
Xx	xxxxxxxxxxxx	$
Xx	xxxxxxxxxxxx	$
16	Electrical	$
Total Turnkey Installation Costs		**$**

Table 7: Turnkey Installation Cost Breakdown

2.6 Turnkey Support Determination

The Government reserves the right to adjust the designated turnkey support level up or down following review of the Contractor-identified site preparation work items and associated costs.

Additionally, The Government reserves the right to identify at this time one or all of the work items which will instead be undertaken by the Government in lieu of the Contractor. This determination will be made after careful analysis of the Contractor's proposed work items and costs.

3. _Specifications, Standards and Drawings

3.1 Specifications and Standards

Specifications and standards for site preparation and system installation/integration have not been previously developed by the Government. In the event of a conflict between the requirements and standards, the text of this document shall take precedence.

3.2 Existing Architectural and Engineering Drawings

A list of as-built architectural and engineering drawings of a specific installation site will be provided to the Contractor as required to determine and verify as-built conditions.

***NOTE*: The Government assumes no liability for the accuracy of the existing drawings. Offerors shall verify all dimensions and other design features necessary for operation and installation of the proposed equipment.**

4. Specific Requirements

4.1 Scope

Definition. Installation is defined as the requirement to provide the proper physical environment for the use of the specific medical system(s) required under the contract. Installation shall include, but is not limited to, removal of all existing obstructions, existing equipment removal, removal of debris, providing adequate utilities, providing sufficient air conditioning capacities, designing and preparation of area to accommodate acquired equipment and usage thereof. Removal of obstructions shall include all demolition of existing walls, ceilings, floors, plumbing, HVAC, electric and fire sprinkler systems or components necessary to create space for the proposed DIN-PACS. The cost to remove obstructed items should include, but is not limited to, on-site management, dumpsters, labor, tools, overhead and profit.

STATEMENT OF WORK - CONTINUED

Appendix 4: Turnkey Installation Continued

The Contractor must provide full installation of the defined DIN-PACS configurations, to include complete interface with local power, water, sewer, and central fire alarm. The Contractor is responsible for determining code requirements and other factors necessary to design and build an appropriate DIN-PACS installation site for each location. All items of work not detailed in this specification and all data not furnished by the Government but required for complete system installation are the responsibility of the Contractor.

Turnkey installation, as a minimum, shall consist of architectural and engineering support to develop drawings/plans and work statements; facility alteration, including all demolition, renovation/site preparation, existing equipment removal, and construction; rigging, transporting, and installing the DIN-PACS; documentation; furnishing and installing any ancillary support (e.g. air conditioning, utilities, power regulation, etc.) equipment; and on-site project management, as specified to achieve a fully operational system. Contractor shall supply all materials, tools, equipment, labor, supervision and services necessary to fulfill the requirements of this specification. All items of work not detailed in this specification and all data not furnished by the Government but required for complete system installation are the responsibility of the Contractor. The levels of turnkey support and commensurate levels of A & E support are defined as follows (also reference CDRL Items AB and AC):

Turnkey Level	Description	Example of A & E Support
I	Item(s) to be ordered off of the contract can be sited and installed without site preparation. Examples of such delivery orders may include basic DIN-PACS, subsystems, or upgrades to existing DIN-PACS.	• Equipment data sheets. • Contractor's standard equipment site plans, including equipment item dimensions, maintenance footprint, power requirements and heat load.
II	Item(s) to be ordered off of the contract require some minor site preparation. Examples of these include, but are not limited to, pulling of cable and provision of a few cable/fiber drops (i.e., around 10 or less), installation of one or two additional power outlets, installation of a power conditioner or network device, and minor finish patchwork.	• Equipment data sheets. • Contractor's standard equipment site plans, including equipment item dimensions, maintenance footprint, power requirements and heat load. • Basic schematic of installation area (CAD plan of area(s) at a minimum) • Single line drawing(s) [e.g. cable, electrical] where applicable • Work statements with costs • Weekly status reports
III	Item(s) to be ordered off of the contract require substantial site preparation, whether they are located in one area and broad in scope, or in many areas with a narrow scope. Examples of this may include installation of casework/countertops for a reading area, provision of a new computer/equipment room, or replacing the existing network infrastructure.	• Equipment data sheets • Contractor's standard equipment site plans, including equipment item dimensions, maintenance footprint, power requirements and heat load. • Full architectural drawings/plans, with design, construction, and final as-built submissions • Specifications manual separate from plans • Work statements with costs • Weekly status reports • Government tasks listing

Table 8: Turnkey Levels with Examples

STATEMENT OF WORK - CONTINUED

4.2 Construction Notes

Either union or non-union labor may be used, and Contractor(s) are not exempt from applicable city or state taxes.

4.3 Demolition

The Contractor shall perform demolition at a time satisfactory to the COR to preclude disruption of existing functions or clinical services. All material, *unless specified otherwise on a site-specific basis*, resulting from any demolition and renovation, shall become property of the Contractor and shall be removed from Government property daily. Any existing work that is damaged by the Contractor shall be restored at no additional cost to the Government. Contractor shall protect floors and walls of the exit path when removing items from the building.

4.4 Trade-in Equipment

The Contractor shall provide a special quote on a site-specific basis for any trade-in equipment. Regardless of whether or not a trade-in value is offered, any items identified as trade-in items by the Government shall be deinstalled and removed by the Contractor.

4.5 Materials

Unless otherwise specified, all materials used in all turnkey installation efforts shall be new and of first rate quality.

4.6 Dust Barrier

A dust barrier shall be installed per site-specific requirements outside of and around all areas where site preparation work items may generate dust/debris. Barriers shall be fire retardant and shall not block egress to existing exits.

4.7 Utilities

4.7.1 Existing Utilities

Contractor shall verify the location of existing utilities required to remain in place/service and those designated to be removed to meet the requirements of this contract. Contractor shall protect, maintain, remove and/or cap utilities as necessary in accordance with national and local codes and regulations. In addition, installation shall be performed in accordance with any hospital, service-specific (Army, Navy, Air Force) installation or ship guidelines and/or codes, where applicable. The Contractor shall connect to utilities, as at a time satisfactory to preclude disruption of existing functions or clinical services.

4.8 Utility Connections

As a minimum, the Contractor shall be responsible for connections to, as well as disconnections of, utility services and related pumps and controls, hydrants and valves, meters and equipment. Contractor shall connect to utilities, as necessary, in a manner conforming to the nationally recognized code covering the specific utility and at a time satisfactory to the hospital to preclude disruption to existing functions or clinical services. Contractor shall provide at least one (1) week notice to the Contracting Officer's on-site representatives prior to making any shut-downs/tie-ins.

4.9 Rigging

The Contractor shall be responsible for the physical movement of equipment from the delivery point at the final destination to the area of installation, and for the subsequent uncrating of this equipment and removal of all crating/packing materials from the installation site.

STATEMENT OF WORK - CONTINUED

4.10 Power Conditioning

It is assumed for the purposes of this contract that any particular site has NO good power survey information. The Contractor may survey a particular site's electrical power system to determine the system's adequacy for operation of the required DIN-PACS. The Contractor is responsible for ensuring that electrical power meets the quality requirements of the commercial warranty for the required DIN-PACS, and that the system and all other equipments provided under this contract will not be damaged due to electrical power problems, including brown outs, total power interruptions, electrical surges, sags, electrical storms, etc. System performance and MTBF must not be degraded due to electrical power problems. Uninterruptible Power Sources (UPS} shall be provided when equipment and/or site-specific characteristics require such protection.

4.11 Existing Systems and Structures

Connection of subsystems outlined herein shall not compromise or violate the performance of existing hospital or ship systems and structures.

5. Scheduling, Coordination and Notification

5.1 Delivery

Contractor shall coordinate delivery of the system components with the installation effort. The Government will not store any Contractor items. Loading dock storage may be provided for overnight storage only.

5.2 Contractor's Responsibility for Supervision in Connection with Installation

5.2.1 After drawings and other appropriate data submittals have been approved by the Contracting Officer, installation shall begin within ten (10) days after receipt of notice to proceed from the Contracting Officer. The Contractor is required to provide well qualified personnel (installation manager(s) and/or field service engineers (FSE's)/technicians, as the stage of installation warrants) to oversee all stages of installation, and to oversee/perform all necessary system tests. Once supervision of installation is started, it shall be continuous, for at least eight (8) hours per day, forty (40) hours per week, coinciding with the regular working hours at the hospital. Compliance with this requirement shall be manifest by the continuous presence of the supervising Contractor personnel on the job site during the daily working period. Supervised installation shall be continuous without interruption until all site preparation, system installation, integration, and testing/calibration work has been completed.

5.2.2 Additionally, the Contractor is responsible for, and subsequently shall provide proper supervision of, the physical movement of the equipment from the delivery point at the hospital to the area of installation, the uncrating of the equipment, and the subsequent removal and disposal of all packing/crating materials. Additionally, all debris shall be removed from the installation site on a daily basis by the Contractor.

STATEMENT OF WORK - CONTINUED

5.3 Project Manager

5.3.1 **General.** The government requires a strong and consistent project management presence throughout the pre-implementation and implementation process up to final acceptance. The project manager assigned to the project must closely coordinate details and requirements with all site project team representatives, to include Clinical, IM/IT, IT Security, Logistics, Maintenance and Property Management. Issues such as server naming conventions, IP addressing, staging areas, training coordination, system installation, testing, any related down time, storage and movement of equipment must be addressed and resolved to the satisfaction of the customer well in advance of equipment arrival.

5.3.2 **Installation Project Management.** The Contractor shall appoint a full-time on-site project manager (for Level II and Level III Turnkey Installations) to act as the focal point for all turnkey installations from start to finish. The project manager shall be empowered to make on-the-spot decisions and implement actions necessary for the successful completion of the turnkey installation. If necessary, Contractor may appoint two (2) different full-time on-site project managers during the turnkey installation, one to coordinate the site preparation and construction phase, and one for the equipment installation phase. Removal or replacement of such key personnel shall not occur without prior written consent of the Contracting Officer.

5.4 Installation Commencement

Approval for the Contractor to proceed with installation of a particular DIN-PACS shall be contingent upon both the Government's approval of whatever turnkey documentation is required, and the Contracting Officer's written notification to proceed with installation. Details on this process can also be found in CDRL AC. Turnkey installation shall not commence until authorized by the Contracting Officer (CO). It shall commence within ten (10) days after receipt of notice to proceed from the CO. The Government is not responsible for any installation costs incurred before the CO authorizes commencement.

5.5 Duration

The amount of time specified for turnkey installation (includes all site preparation and equipment installation, set-up, testing and calibration) shall be identified in each delivery order for a specific site. Completion of Installation

5.5.1 Determination.

Turnkey installation shall be determined complete when the DIN-PACS system is ready for acceptance inspection.

5.5.2 Notification

Upon completion of delivery and complete turnkey installation, the Contractor shall submit a written notice of "Readiness for Inspection" to:

Defense Supply Center Philadelphia
ATTN: DPSC-FSDB
700 Robbins Avenue
Philadelphia, PA 19111

Notification shall include Contractor-provided data sheets containing, at a minimum, calibration and testing results of the installed DIN-PACS – see Section E, Acceptance and Inspection, paragraph 1.2.

STATEMENT OF WORK - CONTINUED

5.6 Use of Equipment

The DIN-PACS system will be turned over to the Government for clinical use upon completion of turnkey installation and Government acceptance, unless specified otherwise. Failure to pass Government acceptance inspection does not negate the use of the equipment by hospital personnel. Use of equipment will be contingent upon the nature of the deficiency and the impact on patient or operator safety. All areas that fail inspection must be rectified by the Contractor within 30 days.

6. Architectural Requirements

This installation site shall be modified as required by the Contractor to accommodate requirements that are specific to the Contractor's DIN-PACS. All existing functional areas of a specific site shall be maintained, unless otherwise specified on a site-specific basis. The Contractor shall notify the Government's primary POC (point of contract) at each site, prior to concealing any work (e.g., electrical/data communications cable installation within walls) for a visual inspection.

6.1 Turnkey Construction, Hardware, Coverings and Finishes

Turnkey construction, hardware, coverings and finishes used in the turnkey installation of a particular DIN-PACS, shall match or, if unable to match, compliment existing hardware, coverings and finishes. Final selection of all new construction hardware, coverings and finishes, unless specifically called for in this specification, shall be determined by the on-site POC based upon specification requirements and samples furnished for approval per CDRL Item AC, Drawings and Other Documentation.

6.2 Floor, Wall and Ceiling Structural Capacity

Unless otherwise specified, the structural capacity of existing floors, walls, and ceilings to support loads imposed by a Contractor's DIN-PACS equipment is uncertain. Contractor must evaluate load capacity and levelness of existing surfaces where required, and provide structural reinforcement and leveling where necessary.

6.3 Door Hardware

Architectural hardware for new doors, or as a replacement for defective hardware on reused doors, shall be of appropriate commercial grade and match existing. New locks provided with new or reused doors shall be keyed alike for entrances into new areas (e.g., equipment rooms) and master keyed to the existing building system, unless otherwise specified on a site-specific basis.

6.4 New Wall Construction

Any new wall partitions shall be constructed to match existing construction and finish. Any replacement or patching of existing walls shall match existing construction and finish. New partition walls must be smoke/fire rated per site-specific requirements.

6.5 Wall Protection Materials

If not already existing, or if damaged, new commercial grade vinyl corner guards, wall guards, and coved base shall be provided, as a minimum, wherever new walls and corners are susceptible to damage within an installation area.

STATEMENT OF WORK - CONTINUED

6.6 New Ceiling Construction

If a Contractor provides a new finished ceiling in any new area of the installation site (e.g., equipment room), ceiling heights shall be compatible with the functional areas and equipment furnished. All new finished ceilings shall match or complement existing construction. Where applicable, the ceiling type provided shall not violate the specified fire rating in which it is furnished. If ceiling panels are removed and reused in areas where new finished ceilings are not required, the Contractor shall replace any damaged panels.

6.7 Computer/Equipment Room.

Contains the complete computer system and subsystems and the majority of the defined DIN-PACS configuration's equipments. If the contractor is required to provide a computer room, it shall encompass space to accommodate at least a 20% growth in equipment storage. For example, if the computer equipment requires 200 sq. ft. of space, the contractor shall provide a computer room with at least 240 sq. ft. of usable space. All equipment items shall be installed with vertical rack mounts in lieu of horizontal rack mounts wherever possible.

7. Mechanical Requirements

7.1 Heating, Ventilation and Air Conditioning (HVAC)

7.1.1 General

The Contractor is responsible for providing any new additional heating, ventilation, air conditioning, humidity regulation and ductwork required for all functional areas of the DIN-PACS installation if necessary to accommodate requirements that are specific to the Contractor's equipment.

7.1.2 HVAC Regulation

In addition to the above, the Contractor is responsible for providing, where necessary, all material and work required to maintain appropriate environmental conditions throughout all areas of the DIN-PACS installation site during all seasons, assuring satisfactory equipment operation and patient and staff comfort.

7.1.3 New HVAC

Any new/additional air conditioning necessary to comply with the requirements cited above shall be provided by either modifying (i.e., reconfiguring, re-balancing, or adding additional ductwork/vents) a hospital's or ship's existing HVAC system, or by providing supplemental stand-alone air conditioning unit(s). All HVAC work shall be performed in accordance with applicable industry standards and codes.

7.1.4 Computer/Equipment Room HVAC.

The Contractor shall design a new, or modify the existing, HVAC system with sufficient redundancy to prevent a single point of failure for DIN-PACS computer/equipment room(s). If a new computer/equipment room is required to be constructed, a separate stand-alone air conditioning unit is to be provided for cooling and humidity control. Water detectors shall be located at the lowest point of the subfloor (when raised flooring is used), of the new computer/equipment room to automatically shut off the air conditioning unit(s) in order to prevent water from damaging the equipment in the event of drain overflows or backups. Also, a floor drain of appropriate size shall be provided in any new computer/equipment room for this same purpose.

STATEMENT OF WORK - CONTINUED

7.1.5 HVAC Testing and Balancing

Testing and balancing of any new HVAC system or any modified HVAC system(s)/zones shall be conducted in accordance with Associated Air Balance Council (AABC) guidelines, and shall be performed by an AABC certified balancing firm. Verification of proper system(s) functioning shall be submitted at the time of acceptance inspection testing.

7.1.6 Environmental Monitoring System (EMS)

The Contractor is required to provide and install all materials required to interface any new HVAC systems provided under this contract to the hospital's EMS. Contractor shall also be responsible for making all cable runs to, and all terminations at, the main EMS panel.

7.2 Plumbing

7.2.1 General

The Contractor shall be responsible for all plumbing modifications required to meet the requirements of this specification. All plumbing work shall be performed in accordance with applicable industry standards and codes. Connection to and provisions for acid waste systems shall be included in plumbing plans as required for the support of film processing operations.

7.2.2 Air Conditioning Drain Lines

If any new stand-alone air conditioning systems are required by the Contractor's equipment, a proper drainage shall be provided for the air handling units. Specifically, a drip pan and drain line shall be provided directly below any new air handler installed above the ceiling in the interstitial space. Alternately, a floor drain shall be installed below free-standing units, with or without raised computer flooring.

8. Electrical Requirements

8.1 General

The Contractor shall utilize existing circuits at each site, to maximum extent possible, for the DIN-PACS, associated subsystems and ancillary equipment (e.g. air conditioning equipment). All existing switches, outlets, panels or other equipment, if any, which are not to be reused shall be removed by the Contractor and turned over to the hospital. Proper removal shall include all necessary repairs/patching and finishing to affected walls, floors, etc. Finished electrical connectivity shall provide a cable free environment in clinical areas to enhance sanitary conditions and free work space.

8.2 Compliance

All electrical work shall be furnished and installed in accordance with applicable industry standards and codes. Additionally, all new electrical panels, fuse boxes and disconnect switches shall be properly labeled, indicating pertinent information such as equipment serviced, branch number, what it feeds/what it is fed from, etc.

8.3 Recessed Equipment

All new conduit, raceways, and pull boxes shall be installed recessed wherever possible. If recessing new equipment is not possible at all, surface-mounted conduits, raceways, and pull boxes shall be brought in via a corner of the room in question. All such equipment should be cosmetically covered/finished to match new construction throughout an installation site.

STATEMENT OF WORK - CONTINUED

8.5 General Purpose Power

Contractor shall install additional new circuits, or, to the maximum extent possible, shall reconfigure existing circuits as required to accommodate any additional outlets, light fixtures or electrical components necessary for the Contractor's equipment. Any existing outlets fed by emergency power outlets shall remain on emergency power.

8.6 Lighting

Any new lighting required to accommodate the Contractor's equipment shall be provided and installed by the Contractor, and shall be controlled by conveniently located light switches. Existing lighting circuits and fixtures shall be reused whenever possible. All reused lighting fixtures shall be cleaned prior to reuse.

9. Communication Requirements

9.1 Telephone Lines

Existing phone lines and locations throughout suite shall remain. If the Contractor is to provide remote diagnostic service with the offered system, the Contractor is responsible for providing and installing all conduits, junction and terminal boxes, pull wire and cable hospital will supply the required cable. Contractor shall coordinate with the COR to arrange for the provision of these line(s); subsequent to this, the Contractor shall be responsible for pulling the wire from the hospital-designated panel to the terminal box in the installation site, and effecting the terminations if required by the facility. Finished connections to telephone systems shall provide a cable free environment in clinical areas to enhance sanitary conditions and free work space.

9.2 Data Communications

All work required with pulling cables, installing cable drops, effecting terminations, etc., shall be in accordance with the most recent version of all applicable industry standards and codes. Finished connections to data systems shall provide a cable free environment in clinical areas to enhance sanitary conditions and free work space. All cables shall be neatly dressed and stowed.

10. Fire Protection Requirements

10.1 General

Contractor shall modify existing or provide new fire protection for any new room(s) in accordance with applicable industry standards and codes. A new room’s protection shall consist of fire detection, fire suppression systems and combination smoke/fire dampers. The smoke/fire dampers shall be connected to the HVAC and fire alarm systems**.** All existing fire protection systems are to be reused to the fullest extent. The fire rating of the existing area, wherever applicable, shall be maintained. Penetrations and miscellaneous openings in fire barriers shall be protected as required by code.

10.2 Fire Detection System

10.2.1 Smoke Detectors

If required by the Contractor's design, the Contractor shall furnish and install new smoke detectors wherever required within new area to supplement existing detectors. The number of detectors shall be sufficient to ensure coverage of the total area encompassed by all functional areas of the new area. The smoke detectors shall be UL-listed and shall be compatible with the existing fire alarm control panel. Additionally, if any raised flooring is used by the Contractor, an appropriate number of smoke detectors shall be installed below this floor.

STATEMENT OF WORK - CONTINUED

10.2.2 Annunciation

Contractor shall tie any new smoke detectors into existing smoke detectors within the existing fire zone in which the installation site is currently located. If for any reason modifications are required involving the cable runs from these detectors to the hospital's annunciation panel, the hospital will be responsible for any subsequent terminations at the annunciation panel. If this situation does arise, the Contractor shall notify the COR, and shall furnish all necessary equipment and provide assistance to the hospital as required; this will be identified as a site-specific cost.

10.3 Fire Suppression

10.3.1 Qualifications of the Installer

If an existing sprinkler system is required to be modified or reconfigured to accommodate the Contractor's equipment, the design, installation and testing of the modified fire protection system shall be performed by a Contractor fully experienced and qualified in the installation of the specific sprinkler system. The fire protection/detection design shall be certified by a registered professional engineer. The Contractor shall be U.L. certified for the installation and testing of fire alarm systems and possess a valid state fire sprinkler contractor's license. The modified/reconfigured system shall be inspected/approved by the base or post fire marshal after installation.

STATEMENT OF WORK - CONTINUED

Appendix 5: Inspection and Acceptance

1. System Acceptance Inspection Testing.

1.1 General

The Government system acceptance inspection testing shall include complete inspection and verification of functional operation of the DIN-PACS, including all ancillary components and turnkey installation. The Government reserves the right to verify that the system and the turnkey installation complies with the requirements specified herein as well as the Contractor's published specifications and data sheets, furnished with the technical proposal, of the Contractor's system. NOTE: If the Contractor's specifications furnished with his technical proposal exceed the Government's requirements, the Government will test and base acceptance of the system on the Contractor's specifications. In all other cases, in the event of any other conflict between the Contractor's published literature and the requirements of this specification, the requirements of this specification shall take precedence. Any redesign or modification of the Contractor's standard product to comply with specified requirements shall receive particular attention for adequacy and suitability. Noncompliance with any specified requirements or presence of one or more defects may constitute cause for rejection.

The Contractor is responsible for assuring and demonstrating, in the presence of the Government inspection team, compliance of the DIN-PACS system, including all hardware, software, firmware and turnkey installation, with the requirements of this specification. The Government reserves the right to perform any inspections or tests deemed necessary to assure supplies, services and equipment conform to prescribed requirements. The Government shall have full and total access to the site during all phases of the project to observe all aspects of construction and installation. The contractor shall be responsible for assembling and providing the necessary equipment and personnel required to demonstrate, discuss and test all features and capabilities of the DIN-PACS and turnkey installation.

1.2 Notice of Readiness for Inspection

Upon completion of installation of all equipment and systems software comprising the system as defined in the site specific delivery order (and turnkey installation), the Contractor shall furnish a written notice of readiness for inspection of the system (and turnkey installation) to the Contracting Officer. With this notice, the Contractor shall certify in writing that:

(a) the particular system is installed

(b) the system is ready for acceptance testing

(c) the system complies with the manufacturer's specifications AND with all the requirements of the Government specification as defined herein.

These certifications shall not lessen the Government's right to inspect and accept or reject the installed system.

Along with the above certifications, the Contractor shall also submit data (completed charts or screen capture images) verifying that all diagnostic and clinical monitors have been properly calibrated to the specifications contained herein.

It is expected that the Contractor will make his/her best effort to provide an estimate of expected date of readiness to the Government roughly 2-3 weeks in advance (Contractor will not be bound by this estimate) to allow both the Government and Contractor additional time to plan personnel schedules.

STATEMENT OF WORK - CONTINUED

1.3 Start of Acceptance Inspection Testing

The initial acceptance inspection testing of supplies and services provided in accordance with the requirements specified herein shall be conducted at the Government's expense. Time for start of acceptance testing will be selected by the Contracting Officer. Acceptance testing will begin within 30 calendar days of receipt, by the Contracting Officer, of the Contractor's written notification of readiness for inspection. The Contracting Officer shall notify the Contractor at least 72 hours in advance of the inspection.

1.4 Performance Standard for Documentation

The Contractor shall certify that manufacturer manuals provided with the equipment and the system's software accurately reflect the configuration of the delivered equipment and system's software or the operation and maintenance thereof.

1.5 Acceptance Inspection Test Procedure

The acceptance inspection test shall be conducted only on a complete, integrated system. The acceptance inspection test consists of a series of validation steps for each requirement in the DIN-PACS contract and must include tests to validate both component performance and system integration performance.

(a) Testing will be conducted in accordance with Government's Acceptance Testing (AT) Protocol (or other protocol if mutually agreed upon by both the Government and Contractor); the most current version available at the time of acceptance testing. Softcopies of this AT Protocol may be obtained from the Contracting Officer.

(b) The contractor shall be responsible for connecting test equipment and operating the system during inspection testing. Minor discrepancies which may be corrected during the inspection shall not be cause for rejection.

(c) If acceptance inspection testing has not commenced within 30 calendar days from date of receipt of the Contractor's notice of readiness for inspection, the Government shall accept the system, and subsequently set final acceptance of the system as the date of notice of readiness for inspection. Please note that this will not waive the Government's rights to test the system.

(d) In the event the system is rejected as a result of the AT inspection, the contractor shall be advised via letter from the Contracting Officer as to deficiencies which were cause for rejection. It shall be the contractor's responsibility to correct reported deficiencies and to advise the Contracting Officer in writing when all corrections have been made and equipment is ready for reinspection. Reinspection shall be performed by the Government with all costs incurred chargeable to the contractor.

(e) If deficiencies found at the time of AT inspection are corrected within 30 calendar days after receipt of the deficiency letter from the Contracting Officer, final acceptance will be issued upon validation of deficiency correction by the Government, and the warranty start date shall be back-dated to the date the initial AT inspection was completed.

(f) However, failure to correct deficiencies within the 30 day period shall result in a delay of final system acceptance until such time that all deficiencies have been corrected and validated by the Government. Additionally, start of the warranty for the system will not be back-dated, but rather, will be [upon successful validation] established as the day that final written notice of the completion of corrective action is received by the contracting office.

STATEMENT OF WORK - CONTINUED

PLEASE NOTE: USE OF EQUIPMENT DURING THE PERIOD BETWEEN COMPLETION OF INSTALLATION AND AT INSPECTION, OR BETWEEN AT INSPECTION AND REINSPECTION, SHALL NOT NEGATE THE RIGHT ON THE PART OF THE GOVERNMENT TO REJECT THE SYSTEM. ALSO, SUCH USE WILL NOT IMPACT THE SYSTEM WARRANTY START DATE, WHICH WILL BE ESTABLISHED ACCORDING TO THE PROCEDURE IN PARA.. 1.5.(E) ABOVE.

2. Personnel Conducting Acceptance Inspection Testing

2.1 Government Personnel

The Government may utilize, but not be limited to, the services of any or all of the following professionals (whether Military/Government civilian employees, or Government contracted persons):

- Contracting Officer / Contract Specialist(s)
- Radiologist(s)
- Medical Physicist(s)
- Computer / Network Specialist(s)
- Biomedical Engineer(s)
- Radiology Technologist(s)
- Logistician(s)

2.2 Contractor Personnel

The Contractor shall be responsible for assembling and providing the necessary personnel required to demonstrate and discuss all features and capabilities of the installed system at each acceptance inspection test. Contractor personnel shall be familiar with the specification contained herein so as to answer any questions and provide clarifications to discrepancies or uncertainties disclosed during the acceptance inspection testing.

2.3 Results of Acceptance Inspection Testing

Results of the acceptance inspection testing will be documented and provided to the Contractor by the Contracting Officer with written notification of any corrective actions required. Minor discrepancies which may be corrected during the on-site inspection will not be cause for rejection. In the event the installed system, including any hardware, firmware, software, network integration and turnkey installation, is rejected as a result of the first inspection, the Contractor will be advised as to the deficiencies which were cause for rejection. It shall be the Contractor's responsibility to correct reported deficiencies and to advise the Contracting Officer when all corrections have been made and the system is ready for reinspection. Reinspection will be performed by the Government with all costs incurred chargeable to the Contractor.

3. Standard of Performance for Added or Replaced Components of Equipment

3.1 Added Components

System components (hardware, firmware, software) which are added to a system after the system has been accepted shall be subject to the acceptance test procedures defined herein and shall be assigned a new final acceptance and warranty end date.

STATEMENT OF WORK - CONTINUED

3.2 Replaced Components

Replacement components (hardware, firmware, software) shall not receive a full 12 month warranty but shall have the remaining portion of the replaced devices' warranty period.

4. System Acceptance

4.1 Conditions of Acceptance

Final acceptance of supplies and services provided in accordance with the requirements specified herein will be made by the Contracting Officer based on satisfactory completion of the following:

- Successful completion of acceptance inspection testing as specified above
- Successful completion of the performance period
- Successful completion of any site preparation or turnkey installation work
- Delivery of all Contract Data Requirements Lists (CDRL's) purchased for a specific site

4.2 Date of Final Acceptance

4.2.1 The date of final acceptance shall be set by the Contracting Officer. The Contracting Officer shall provide written notification to the Contractor of this date.

4.2.2 If deficiencies found at the time of AT inspection are corrected within 30 calendar days after receipt of the deficiency letter from the Contracting Officer, final acceptance will be issued upon validation of deficiency correction by the Government, and the warranty start date shall be back-dated to the date the AT inspection was completed.

4.2.3 However, failure to correct deficiencies within the 30 day period shall result in a delay of final system acceptance until such time that all deficiencies have been corrected and validated by the Government. Additionally, start of the warranty for the system will not be back-dated, but rather, will be [upon successful validation] established as the day that final written notice of the completion of corrective action is received by the contracting office.

5. Performance Period Testing (PPT)

Upon successful completion of acceptance testing, the DIN-PACS will undergo a 15-day performance period test (PPT) to evaluate system and component availability against DIN-PACS contract requirement of 99% system up time and 80% component up time.

6. **Acceptance Inspection Testing of Other Equipment**

Other systems or equipment items purchased from this contract, and not covered under the Government's DIN-PACS AT protocol (e.g. Computed Radiography, Film Digitizers, etc.) may be tested by the Government per paragraphs 1 thru 5 above. Systems will be tested per manufacturer's commercial testing protocols unless an appropriate Government testing protocol is available. The following is a listing of currently available Government testing protocols for items available for purchase under this contract:

- Computed Radiography (CR) Acceptance Testing Protocol.

A copy of the current version of this CR Acceptance Testing Protocol is available from the Contracting Officer.

STATEMENT OF WORK - CONTINUED

Appendix 6: Special Contract Requirements

TRAINING, SYSTEM RELIABILITY AND MAINTENANCE

1. Training

Training will be purchased on a site specific basis to meet the specific requirements of each medical treatment facility. Contractors are encouraged to include a wide variety of commercial training programs in their product offering. Contractor shall identify the number of proposed sessions and duration of each session that is included with the purchase of DIN-PACS. Prices for additional training shall be offered.

2. System Reliability and Maintenance

2.1 Definitions

2.1.1. Component: Components shall be defined as the following Contractor provided devices: database, servers, RIS, all storage and archive devices, workstations (diagnostic, review and quality control), hard copy devices, the network and other network peripherals (as provided and installed by the Contractor), teleradiology servers, Contractor provided DIN-PACS interfaces to Government furnished devices and systems (i.e., acquisition modalities, CHCS, hard copy devices, PC's, DICOM workstations, etc.).

2.1.2. System: System shall be defined as the integrated network of all Contractor provided DIN-PACS components.

2.1.3. Core System: Core System shall be defined as that subset of the System that includes the following components: database, servers (including Web servers), RIS, all intermediate storage and long-term archive devices, network switches (if vendor provided).

2.1.4. Component Failure: Component Failure shall be defined as any component malfunction which renders the component unable to perform its intended function and requires corrective maintenance, alignment, calibration, or replacement. Any component which is comprised of subcomponents (i.e., workstation comprised of monitors, CPU, keyboard, etc.) shall be treated as a single entity. Therefore, failure of any subcomponent (i.e., a monitor) shall constitute failure of the component (i.e., the workstation).

2.1.5. Core System Failure: Core System Failure shall be defined as any emergency situation in which any one or multiple components comprising the core system requires immediate corrective maintenance. Such a failure may be brought on by failure of a single or multiple core system components such that system performance parameters defined herein are not being met.

2.1.6. Maintenance Service Hours of Operation: The contract standard maintenance service hours of operation shall be defined as outlined in Table H.1 below. The hours of operation may be changed to a different continuous period on a site specific basis (e.g., 0700-1600 hours vice 0800-1700 hours) upon written mutual agreement between the Contractor and the Contracting Officer.

2.1.7. Quarterly Days of Operation: Quarterly Days of Operation shall be defined as the total number of calendar days subject to maintenance service in the specific 3 month quarter being calculated.

2.1.8. Principal Period of Maintenance**:** The principal period of maintenance (PPM) shall be defined as the total number of available maintenance service hours in the applicable calculation period.

STATEMENT OF WORK - CONTINUED

2.1.9. Update: Hardware, software or firmware changes that are required to update, fix, or improve existing functionality of a system. An example of an update is changing from version 1.0 to version 1.1

2.1.10. Upgrade**:** Hardware, software or firmware changes that provide additional features and functionality to an existing system. An example of an update is changing from version 1.0 to version 2.0

Maintenance Service Hours of Operation	
Monday - Friday	0800 - 1700 (9 hrs)
Saturday	
Sunday	
Federal Holidays	
Response Times	
During PPM	2 hr on site 1 hr by telephone
Outside PPM	2 hr on site 1 hr by telephone

Table 9: Standard Maintenance Service Hours of Operation and Response Times

NOTE: On a site specific basis, Contractors will be required to provide price quotes for Maintenance Service Hours of Operation and Response Times that vary from the Government's standard. Contractors are encouraged to include in their proposals alternate pricing for expanded service hours (e.g. second shift, weekends, include federal holidays, etc.) and other than standard response times (e.g. 1 hour on-site vs. 2 hour on-site).

2.2 System Downtime Inclusions

2.2.1 System downtime shall be incurred by each of the following:

- Core System Failure.
- Composite of Component Failures.
- Composite of Incomplete Scheduled Calibration and Preventive Maintenance Service Actions.

2.2.2 System Downtime Due to Core System Failure:

System Downtime Due to Core System Failure shall commence upon Government notification of the core system failure to the designated Contractor service facility and shall end when all repairs are completed, all integrated system performance parameters are being met, and the system is available for clinical use.

STATEMENT OF WORK - CONTINUED

2.2.3 System Downtime Due to Composite of Component Failures:

System Downtime shall accrue when any of the following conditions are met:

- More than 30% of diagnostic workstations are experiencing component failure at a site with greater than four (4) diagnostic workstations.
- 50% or more of diagnostic workstations are experiencing component failure at a site with less than or equal to four (4) diagnostic workstations.
- More than 30% of review workstations are experiencing component failure at a site with greater than four (4) review workstations.
- 50% or more of review workstations are experiencing component failure at a site with less than or equal to four (4) review workstations.
- More than 30% of quality control workstations are experiencing component failure at a site with greater than four (4) quality control workstations.
- 50% or more of quality control workstations are experiencing component failure at a site with less than or equal to four (4) quality control workstations.
- More than 50% of Contractor provided modality/DIN-PACS interface devices and/or associations for any single connected modality type (e.g., CT) are experiencing component failure. (For example, if 3 CT scanners are each connected to DIN-PACS and interfaces to 2 of the 3 CT scanners are in failure, the system will be considered down.) This includes Contractor provided interfaces to Government furnished LAN/WANs.

2.2.4 System Downtime Due to Composite of Incomplete Scheduled Calibration and Preventive Maintenance Service Actions:

System downtime shall accrue during the period when more than 5% of Contractor prescribed preventive maintenance service actions are incomplete during any given quarter. System downtime shall commence upon Government notification of the incomplete preventive maintenance service actions to the designated Contractor service facility and shall end when all such preventive maintenance service actions have been completed and documented.

2.2.5 All downtime shall be accrued during the Principal Period of Maintenance only.

2.3 Downtime Exclusions

2.3.1 Planned system maintenance shall consist of mutually approved scheduled maintenance and installation of software, firmware or hardware upgrades and modifications. As such, planned system maintenance shall not be included in downtime calculations.

2.3.2 System or component failures due to operator abuse, natural disasters, acts of God, or other causes of system or component malfunction which are clearly beyond the control of the DIN-PACS Contractor shall not be included in downtime calculations.

2.3.3 If shared maintenance options B or C are exercised during the post-warranty period, downtime does not start until the Government has completed all first call and telemaintenance efforts and the Contractor has arrived on site.

STATEMENT OF WORK - CONTINUED

2.4 Uptime Calculation

2.4.1 Base time shall be defined as the total principal period of maintenance hours for the period being calculated less the total hours of planned maintenance that are performed during the principal period of maintenance.

2.4.2 Uptime shall be calculated using the following formula:

$$\text{UPTIME (\%)} = \frac{\text{BASE TIME - DOWNTIME}}{\text{BASE TIME}}$$

2.5 Uptime Requirements

2.5.1 During the first six months of warranty, the DIN-PACS shall maintain a monthly system uptime of at least 99%.

2.5.2 During the second six months of warranty, the DIN-PACS shall maintain a quarterly system uptime of at least 99%.

2.5.3 During all post-warranty maintenance service periods, the DIN-PACS shall maintain a quarterly system uptime of at least 99%.

2.5.4 During the warranty and post-warranty periods, each DIN-PACS component shall maintain an uptime of at least 80% for each consecutive 90 day period.

2.6 Warranty Extensions for Excessive System Downtime

2.6.1 Failure to maintain system uptime of at least 99% for any one month during the first six months of warranty shall result in an extension of the system warranty period by one month.

2.6.2 Failure to maintain system uptime of at least 99% for any one quarter during the second six months of the warranty shall result in an extension of the system warranty period by one quarter.

2.7 Warranty Component Replacement for Excessive Component Downtime

Failure to maintain component uptime of at least 80% for any consecutive 90 day period during the warranty shall result in the Government's option to call for the removal and/or replacement of the component(s) at the Contractor's expense.

2.8 Post-Warranty Maintenance Credits for Excessive System Downtime

2.8.1 Failure to maintain system uptime of at least 99 % for any one quarter during the post-warranty maintenance periods shall result in a credit to the Government applied to the following quarter's maintenance cost.

2.8.2 Maintenance cost credits shall be granted pursuant to the following maintenance credit schedule:

Quarterly System Uptime	Quarterly Cost Reduction
99.0% - 100%	0%
96.0% - 98.9%	3%
90.0% - 95.9%	5%
85.0% - 89.9%	10%
80.0% - 84.9%	15%
79.9 and below	20%

STATEMENT OF WORK - CONTINUED

2.9 Post-Warranty Component Replacement for Excessive Component Downtime

Failure to maintain component uptime of at least 80% for any consecutive 90 day period during the post-warranty period shall result in the Government's option to purchase a replacement for the component(s) on a prorated basis. The prorated cost of the replacement shall be equal to the CLIN price of the component cited in Section B, Schedule III times the appropriate percentage noted in the table below:

Post-Warranty Year in Which Component Fails to Meet Uptime Requirement	Percentage Cost of CLIN Price
1	12.5%
2	25%
3	37.5%
4	50%
5	62.5%
6	75%
7	87.5%
8	100%

2.10 Maintenance Support Resources

2.10.1 The Contractor shall provide maintenance support for all components of the system at each site.

2.10.2 All service shall be provided by factory trained, English speaking, technically qualified and authorized service personnel.

2.10.3 All tools, test equipment, parts and supplies necessary to maintain all components of the DIN-PACS system shall be the responsibility of the Contractor.

2.10.4 The Contractor shall provide a point of contract (POC) for each site for both hardware and software maintenance.

2.10.5 The site shall be able to contact the POC 24 hours a day by telephone or other direct communication (e.g. beeper).

3. Service Support

3.1 General

3.1.1 The size and complexity of the system shall dictate the level of service support required.

3.1.2The Contractor shall submit a system administration/maintenance/operation plan as part of the deliverable under each delivery order placed against the Contact.

3.1.3 Maintenance plans shall include the following: number and skills of on-site maintenance staff, scheduled calibration and preventive maintenance program details, repair maintenance program details, archive system maintenance program details, database maintenance plan details, repair parts program details, technical support resources description, facilities requirements for maintenance, training, travel requirements, and telemaintenance program support.

3.1.4 On-site staff qualifications shall meet the requirements specified herein.

3.1.5 The Contractor shall make available for purchase by the Government all components or spare parts required to maintain the DIN-PACS. This shall be independent from any post warranty service support purchased by the Government for a specific site.

STATEMENT OF WORK - CONTINUED

3.2 On-site Facility Support

3.2.1 At fully integrated (networked) sites, the Contractor shall provide an option for full time on-site technical support for system maintenance, training and administration. This individual shall be referred to as the Contractor provided full time on-site system administrator.

3.2.2 When this option is chosen by the Government, such support shall be provided or made available on-site when the Contractor establishes initial operating capability (IOC) and remain on-site during the warranty period, including extensions.

3.2.3 Additional on-site support staff shall be dictated by the workload of each site.

3.2.4 Full time technical support shall be present on-site during the first shift of the radiology department and on call on second and third shifts.

3.2.5 The Contractor shall provide information pertinent to work qualifications, experience history and educational background for each member of the on-site technical support staff.

3.2.6 This information shall include copies of training certificates, or descriptions of training programs that demonstrate that the staff member possesses credentials, skills and abilities to provide the required functions.

3.2.7 On-site technical support shall include skills in system engineering, database management and technical systems analysis, including repair and maintenance. Typical staff skills required are described below.

3.3 System Engineering

Facility support personnel shall be responsible for optimal operation of all computer components of the DIN-PACS, including databases, image transmission, and network operations for both LAN and WAN, interfaces to imaging modalities, image display systems and electronic image archives.

3.4 Database/Archive Management

3.4.1 Facility support personnel shall be responsible for all aspects of electronic image acquisition and archiving.

3.4.2 This individual shall assure that imagery is entered into storage and archive in the correct format that the proper association of images and exam data are created, and is readily available for physician review and diagnosis.

3.4.3 He/she shall demonstrate competence in the use of computers for data management, and in operation and diagnosis of a medical center image archive system.

3.5 Computer Technical Skills/Training

3.5.1 Facility support personnel shall be responsible for maintenance and training on the system.

3.5.2 This individual shall demonstrate competence in all aspects of computer systems maintenance and have a thorough understanding of electronic circuits and troubleshooting techniques.

3.5.3 Proficiency in the preventive maintenance, calibration and safety testing of image display workstations and associated equipment is required.

3.5.4 He/she shall be proficient in the operation of all components of the system, and fully capable of training others in the proper operation of the equipment.

STATEMENT OF WORK - CONTINUED

3.6 Warranty Maintenance

3.6.1 During the 12 month warranty period, the Contractor shall furnish maintenance service support that includes, as a minimum, preventive and corrective maintenance services for the DIN-PACS and all associated hardware, firmware and software, parts, labor, travel and expenses necessary to perform such services at no additional cost to the Government, except in those circumstances where maintenance or repair service is required as a direct result of abuse, misuse, misconduct or other gross or willful damage done by the Government.

3.6.2 The Contractor shall perform corrective maintenance services for Government initiated maintenance calls placed outside the Principal Period of Maintenance. Labor costs for such services shall be billable on an hourly basis and shall include all travel costs. The Contractor shall define in his proposal the hourly rate for such services performed outside the PPM. Parts cost incurred during such maintenance calls shall be included in the base warranty/maintenance price and shall not be billed as additional costs.

3.6.3 In those emergency situations when a core system component(s) is down and the Government places the call for corrective action to the Contractor within the Principal Period of Maintenance, the Contractor shall respond within the prescribed PPM response time and remain on site to resolve the problem even though maintenance service may begin outside of the Principal Period of Maintenance (due to on-site response time lag of the Contractor). In such instances, as long as the Government places the call to the Contractor within the PPM, the costs of all resulting maintenance services shall be included in the base contract warranty/maintenance price and shall NOT be billable at an additional cost to the Government.

3.6.4 The Government representative will make formal notification of the problem by phone to the Contractor POC as soon as the problem is identified by the Government. Such notification will cause the response time and downtime measurements (if call is placed during the PPM) to commence.

3.7 Scheduled Services Maintenance Plan

3.7.1 Scheduled maintenance shall include the calibration, electrical safety testing and scheduled preventive services performed on the system equipment.

3.7.2 The Contractor shall furnish a scheduled maintenance plan/schedule for each installation.

3.7.3 To the maximum extent possible, scheduled maintenance shall be performed on individual components of the system so as not to affect the operation of the entire system.

3.7.4 The Contractor will perform any scheduled services which will result in system downtime at times outside of the Principal Period of Maintenance.

3.7.5 The Contractor will perform all other scheduled services which will NOT result in system downtime at times convenient to the Government.

3.7.6 The Contractor shall schedule and coordinate scheduled services and obtain approval of the schedule by the Government's representative at the site.

3.7.7 Service reports of all scheduled services performed shall be verified by the Government POC, maintained and turned over to the Government POC. The Contractor shall also provide service reports to the Contracting Officer upon request.

3.7.8 The contractor shall maintain historical service records on each component of the system, which will be provided to the Government upon request.

STATEMENT OF WORK - CONTINUED

3.8 Remote Diagnostics and Telemaintenance

3.8.1 It is highly desired that the Contractor demonstrate and provide system connectivity, diagnostic software and technical support services which utilizes a Business to Business (B2B) gateway for troubleshooting, repairing, and configuring DIN-PACS equipment.

3.8.2 The Business to Business (B2B) gateway shall be able to reach all central system components in the DIN-PACS (i.e. servers, database, archive controller, archive devices, routers, and network management workstations) through a common (single) telecommunications access line.

3.8.3 Telemaintenance methods shall also include the use of telephonic contact with government site support staff and users.

3.9 Corrective Maintenance

3.9.1 The Contractor shall provide on-site hardware, firmware and software corrective maintenance service for all component and system failures, to include software problem analysis, associated reprogramming and corrected software documentation.

3.9.2 The Contractor shall affect repairs in the most expedient manner with minimum interruption to the operation of the system.

3.9.3 Service reports of all repair services performed shall be maintained and turned over to the Government POC. The Contractor shall also provide service reports to the Contracting Officer upon request.

3.9.4 An emergency corrective maintenance call is defined as a failure of a component when no back up is available, or a failure of the system that prevents the site from accomplishing its normal workload with the remainder of the system.

3.9.5 Placement of such an emergency corrective maintenance call marks commencement of downtime and response time measurement.

3.9.6 Once a Contractor service representative arrives on site to fulfill an emergency corrective maintenance action on a core system component(s), for all calls placed during the principal period of maintenance, the service representative shall remain on site, at no additional charge to the Government, until all repairs are completed, all integrated system performance parameters are being met, and the system is available for clinical use.

3.9.7 For corrective maintenance action calls placed outside of the principal period of maintenance, labor costs for such services shall be billable on an hourly basis and shall include all travel costs. For such, the service representative shall remain on site until all repairs are completed, all integrated system performance parameters are being met, and the system is available for clinical use.

3.9.8 All other corrective maintenance calls that do not meet the requirements of the “emergency” call shall be defined as “routine” corrective maintenance calls.

3.9.9 The contractor shall maintain historical service records on each component of the system, which will be provided to the Government upon request.

STATEMENT OF WORK - CONTINUED

3.10 Response Time

3.10.1 Response time shall commence at the time the Government POC places the service call to the Contractor maintenance POC and shall end at the time the Contractor maintenance provider arrives on site.

3.10.2 Response time hours are defined in Table H.1 for calls placed both during and outside the Principal Period of Maintenance.

3.10.3 The Contractor is required to provide a reliable POC for 24 hour service call notification. The Contractor maintenance POC shall provide a telephonic response of acknowledgment of receipt of an emergency call within 1 hour following notification. Failure of the POC to answer valid attempts of the Government to notify will result in the start of both downtime and response time.

3.11 Reports of Service

3.11.1 All reports of service (scheduled and corrective maintenance) shall be documented, validated by the Government POC, and provided to the appropriate on-site Government representative and filed with the equipment history file. Documentation will be provided in accordance with the appropriate Military Services policies and procedures.

3.11.2 As a minimum, the report shall include: (a) date and time notified, (b) date and time of arrival on-site, (c) description of malfunction or service to be performed, (d) model number/serial number and location of the equipment, (e) time spent to repair, (f) parts used/replaced, and (g) parts cost, (h) description of service performed, (i) name of government POC, (j) name of Contractor service engineer, (k) telemaintenance methods used, if any, (l) designation of user error if appropriate.

3.11.3 Non-compliance with the documentation requirements specified herein may result in actions as deemed appropriate by the Contracting Officer.

3.12 Post-Warranty Maintenance

3.12.1 Contractor shall provide a maintenance program for each system installed for up to 5 option years following conclusion of the one year warranty.

3.12.2 During each 12 month post-warranty maintenance period, the Contractor shall furnish maintenance service support and user training that includes, as a minimum, scheduled and corrective maintenance services for the DIN-PACS and all associated hardware, firmware and software parts, labor, travel and expenses necessary to perform such services at no additional cost to the Government, except in those circumstances where maintenance or repair service is required as a direct result of abuse, misuse, misconduct or other gross or willful damage done by the Government.

3.12.3 All definitions and requirements as defined above for the warranty period shall apply during the post-warranty period unless exceptions are defined.

3.13 Online Help Desk.

3.13.1 Vendors shall provide customers with online access to a computer base help desk.

3.13.2 The Online Help Desk shall permit customers to request scheduled and unscheduled services, query historical data and generate reports.

3.13.3 The Online Help Desk shall provide real time information to include current status, total equipment down time, who initiated the service ticket, the original complaint, response time, the service technician, work performed, replacement parts and completion date and time.

STATEMENT OF WORK - CONTINUED

3.14 Maintenance Scope of Work Options

Contractor shall provide, at the option of each individual site, maintenance service plans that meet or exceed one of the following Scope of Work options:

Option A1.

A. Under Option A1, the Contractor shall provide full-time on-site "Contractor provided personnel" as described herein

B. The scope of services provided and requirements for system reliability for Option A1 shall be the same as required during the warranty period and includes all parts, labor, system hardware firmware and software changes, a full time on-site Contractor provided system administrator and periodic user training.

C. The Government representative will make formal notification of the problem by phone to the Contractor POC. Such notification will cause the response time (see Table H.1) and downtime measurements to commence.

D. The Contractor shall provide software updates to installed system functionality at no additional cost to the Government.

Option A2.

A. Under Option A2, there is **no** requirement for a full-time on-site Contractor provided system administrator.

B. The scope of services provided and requirements for system reliability for Option A2 shall be the same as required during the warranty period and includes all parts, labor, system hardware firmware and software changes.

C. The Government representative will make formal notification of the problem by phone to the Contractor POC. Such notification will cause the response time (see Table H.1) and downtime measurements to commence.

D. The Contractor shall provide software updates to installed system functionality at no additional cost to the Government.

Option B.

A. Under Option B, there is **no** requirement for a full-time on-site Contractor provided system administrator.

B. The scope of services provided and requirements for system reliability for Option B shall provide for Government performed shared maintenance with the following provisions:

(1) Government performs first call on all service calls;

(2) Government performs additional services under the guidance of telemaintenance;

(3) Government will provide all scheduled maintenance services for those components that are identified in the mutually agreed upon task allocation chart as a Government responsibility.

(4) Government purchases recommended supplies for all scheduled services that it performs;

(5) Contractor develops a maintenance allocation chart depicting the tasks for the Government and tasks for Contractor service. The final task allocations will be mutually agreed upon between the Contractor and the Government on a site specific basis;

STATEMENT OF WORK - CONTINUED

(6) Contractor provides factory level training for all services that the Government will be performing;

(7) Contractor performs all remaining scheduled services and repairs with full provision of parts (including component spares), labor, and travel.

(8) Contractor provides on-site support for the central system (core system) operation and maintenance only. The central system includes at a minimum, the archive devices, image server(s), image database computers, RIS, DIN-PACS/CHCS Interface, central network distribution devices and routers.

(9) The Contractor shall provide software updates to installed system functionality at no additional cost to the Government.

(10) Contractor responsibility for system uptime performance is reduced by the change in the calculation of DOWNTIME as defined below:

$$\text{UPTIME (\%)} = \frac{\text{BASE TIME - DOWNTIME}}{\text{BASE TIME}}$$

Option B: Base Time is the same as in Option A1.

Downtime does not start until after the Government has completed all first call and telemaintenance efforts and the Contractor has arrived on-site*.

* The Contractor will be required to comply with the 1 hour telephonic response time and will have a maximum time of 12 hours to reach the site from the time that a new or unresolved system malfunction is determined as requiring on-site Contractor intervention. Facilities which may not be reachable within this time due to geographic location will be addressed on a site specific basis for longer response times and additional cost, if any, above and beyond that of the base 12 hour requirement.

3.15 Commercial Post Warranty Maintenance Plans

Contractors are encouraged to offer their normal, commercial maintenance service plans (based on their standard commercial maintenance service terms and conditions) in addition to the Government specified service options above. Additional service plans offered shall meet or exceed the Government specified service options provide in section 3.14. If such commercial plans are offered, the following shall be provided:

- The methodology, or process used by the Contractor to calculate the maintenance service price for a specific medical treatment facility (e.g. the price is calculated as a fixed percentage of the equipment cost.)
- A comparison of the Contractors standard commercial maintenance service terms and conditions and the Governments “Maintenance Scope of Work Options” specified in Section 3.13 above.
- Prior to award of each site specific delivery order, vendors will be required to submit firm, fixed price post-warranty maintenance proposals for 5 option years. Pricing will normally be required each of the Government specified service options above, as well as any vendor commercial plan offerings.

STATEMENT OF WORK - CONTINUED

Appendix 7: Information Assurance/Information Security, Service Specific Guidance

1. ARMY

For all DIN-PACS furnished to Army Medical Treatment Facilities (MTF) under this contract the following applies:

1.1 **DIACAP.** The contractor shall comply with DIACAP requirements, as specified by DoD that meet appropriate DoD and Army Information Assurance requirements. The contractor shall initiate the process by providing the required documentation necessary to receive an Approval to Operate (ATO). The contractor shall make their IS available for C&A testing and initiate the process well in advance of a contract delivery order. The requirements shall be met before the contractor's system is authorized to access DoD data or interconnect with any DoD network that receives, processes, stores, displays or transmits DoD data. An ATO, at a minimum, will be required before a delivery order is issued for any Army MTF. Additional Army specific requirements must also be met (AR25-2 IA Controls). The contractor shall ensure the proper contractor support staff is available to participate in all phases of the DIACAP process. They include, but are not limited to:

1.1.1 Completing and maintaining all documentation necessary to obtain an ATO

1.1.2 Attending and supporting DIACAP and C&A meetings with the Army, as required

1.2 **Testing Waiver.** A request for a waiver to the C&A requirements may be submitted for temporary testing and other usual circumstances. A waiver request must be submitted, in writing, to the Designated Approving Authority (DAA). The request must include a detailed DIACAP Plan of Actions and Milestones (POA&M). The POA&M must be accompanied by a risk mitigation strategy and documentation that ensures adequate protection measures and security controls are in place (for example: air gapping a testing network).

1.3 **IAVM.** Guidance regarding the requirement for IAVM is contained in the Army Regulation 25–2, "Information Assurance" and Army Regulation 25–1, "Army Knowledge Management and Information Technology." The "Army IAVM Community" website (URL: https://www.us.army.mil/suite/personalization/grouppage.do?groupid=16822) is used to disseminate IAVAs, Information Assurance Vulnerability Bulletins (IAVBs), and Information Assurance Technical Advisories down to the System Administrator (SA) and applicable personnel throughout the chain of command.

1.4 **IA Mitigation.** IA mitigation strategies include security updates, service packs, and changes to operating procedures as physical and cyber vulnerabilities are detected. Operating system, routers, servers, development platforms and the application being delivered to the Army shall be in compliance with all known applicable Army Computer Emergency Response Team (ACERT) Alert, Bulletin, and Technical Advisory Notices published during the past 36 months.

1.5 **Disposing of Electronic Media.** Vendors shall follow the Army standards, procedures, and use approved products to dispose of unclassified hard drives and other electronic media, as appropriate, in accordance with Army Regulation 25–2, "Information Assurance" and Army Best Business Practices (BBP), "Reuse of Computer Hard Drives."

1.6 **Army Business to Business (B2B) Gateway.** All contractor systems that will communicate with Army MEDCOM systems will interconnect through the established MEDCOM or MHS Business to Business (B2B) gateway. All vendors are required to agree to and complete an Army MEDCOM B2B Virtual Private Network Memorandum of Agreement.

STATEMENT OF WORK - CONTINUED

1.6.1 Contractors will connect to the B2B gateway via a contractor procured Internet Service Provider (ISP) connection and assume all responsibilities for establishing and maintaining their connectivity to the B2B gateway. This will include acquiring and maintaining the circuit to the B2B gateway and acquiring a Virtual Private Network (VPN) device compatible with the MHS VPN device. Maintenance and repair of contractor procured VPN equipment shall be the responsibility of the contractor.

1.6.2 Contractors shall configure their network to support access to government systems (e.g., configure ports and protocols for access).

1.6.3 Dial-up ISP connections are not acceptable.

1.6.4 Contractors will comply with DoD and Army guidance regarding allowable ports, protocols and risk mitigation strategies.

1.6.5 Contractors will not allow foreign (non US Based) systems or service assets to connect to the government equipment via the MEDCOM or MHS B2B.

2. NAVY

For all DIN-PACS furnished to Navy Medical Treatment Facilities (MTF) under this contract the following applies:

2.1 **DIACAP**. The contractor shall comply with DIACAP requirements, as specified by DoD that meet appropriate DoD and Navy Information Assurance requirements. The contractor shall initiate the process by providing the required documentation necessary to receive an Approval to Operate (ATO). The contractor shall make their PACS or other Information System delivered against this contract available for C&A testing and initiate the process well in advance of a contract delivery order. The requirements shall be met before the contractor's system is authorized to access DoD data or interconnect with any DoD network that receives, processes, stores, displays or transmits DoD data. An ATO, at a minimum, will be required before a deliver order is issued. The contractor shall ensure the proper contractor support staff is available to participate in all phases of the DIACAP process. They include but are not limited to;

2.1.1 Completing and maintaining all documentation necessary to obtain an ATO.

2.1.2 Attending and supporting DIACAP and C&A meetings with Navy IA representatives.

2.1.3 Supporting/conducting the vulnerability mitigation process to comply with IA controls listed in DoD Instruction 8500.2.

2.1.4 Supporting the C&A Team during system security testing.

2.1.5 Contractors must confirm that their systems are locked down prior to initiating C&A testing.

2.2 **Navy Business to Business (B2B) Gateway.** All contractor systems that will communicate with DON systems will interconnect through the established MHS Business to Business (B2B) gateway. For all Web applications, contractors will connect to the DISA-established Web DMZ.

2.2.1 Contractors will connect to the B2B gateway via a contractor procured Internet Service Provider (ISP) connection and assume all responsibilities for establishing and maintaining their connectivity to the B2B gateway. This will include acquiring and maintaining the circuit to the B2B gateway and acquiring a Virtual Private Network (VPN) device compatible with the MHS VPN device. Maintenance and repair of contractor procured VPN equipment shall be the responsibility of the contractor.

STATEMENT OF WORK - CONTINUED

2.2.2 Contractors shall configure their network to support access to government systems (e.g., configure ports and protocols for access).

2.2.3 Contractors shall provide full time connections to a TIER1 or TIER2 ISP. Dial-up ISP connections are not acceptable.

2.2.4 Contractors will comply with DoD guidance regarding allowable ports, protocols and risk mitigation strategies

Prior to accessing Navy networks, all contractors will be required to complete a DISA Form 2875 System Authorization Access Request form (SAAR) and submit it to the Navy PACS Office for processing. The contractor will be required to complete applicable DoD IA training.

2.3 **Navy Platform IT Designation.** All DON information systems (as defined in DoDD 8500.1) shall be certified and accredited for operation.

2.3.1 Derived from DoDD 85001, Paragraph E2.1.16.4; Platform IT; Refers to computer resources, both hardware and software, that are physically part of, dedicated to, or essential in real time to the mission performance of special-purpose systems. PIT does not include general purpose systems. Medical Technologies and specifically Medical Imaging and Monitoring are considered Special-Purpose Mission per DoDD 8500.1, Paragraph E2.1.16.4 technologies according to the Platform IT definition.

2.3.2 Some installed systems are Platform IT. For those systems, there is no accreditation statement, but rather a statement issued by the Navy ODAA designating the system as PIT. This statement serves in place of an accreditation statement (Interim Authority to Operate [IATO], Authority to Operate [ATO]).

2.3.3 Per DoD 8500.1, the C&A process (DITSCAP or DIACAP) is applicable to all DoN-owned or controlled information systems that receive, process, store, display or transmit DoD information, regardless of Mission Assurance Category (MAC), classification or sensitivity, except, per DoDD 8500.1 Paragraph 2.3, IT that is considered Platform IT. The Platform IT statement issued by the ODAA may be used by the Program Manager (PM) in lieu of an ATO to prove compliance with C&A requirements, but is cautioned that the appropriate IA controls must still be built into the IT to comply with acquisition requirements.

2.3.4 The Contractor may be required to propose an acceptable approach to selecting Information Assurance (IA) controls starting from the baseline set of DoDI 8500.2 b commensurate with the system's Mission Assurance Category (MAC) and Confidentiality Level or may identify these IA controls as part of the solicitation. Also, the task of proposing the MAC and Confidentiality level may be a part of the Contractor's proposal.

STATEMENT OF WORK - CONTINUED

3. AIR FORCE

For all DIN-PACS furnished to Air Force Medical Treatment Facilities (MTF) under this contract the following applies:

3.1 **DIACAP.** The contractor shall comply with DIACAP requirements, as specified by DoD that meet appropriate DoD and Service Information Assurance requirements. The contractor shall initiate the process by providing the required documentation necessary to receive an Approval to Operate (ATO). The contractor shall make their IS available for C&A testing and initiate the process well in advance of a contract delivery order. The requirements shall be met before the contractor's system is authorized to access DoD data or interconnect with any DoD network that receives, processes, stores, displays or transmits DoD data. An ATO, at a minimum, will be required before a delivery order is issued. The contractor shall ensure the proper contractor support staff is available to participate in all phases of the DIACAP process. They include, but are not limited to:

3.1.1 Completing and maintaining all documentation necessary to obtain an ATO

3.1.2 Attending and supporting DIACAP and C&A meetings with the Service

3.1.3 Supporting/conducting the vulnerability mitigation process to comply with IA controls listed in DoD 8500.2

3.1.4 Supporting the C&A Team during system security testing

3.1.5 Contractors must confirm that their systems are locked down prior to initiating C&A testing.

STATEMENT OF WORK - CONTINUED

Appendix 8, References

1. **DoD References**

- Public Law 107-347, E-Government Act, December 2002; Title III, Federal Information Security Management Act.
- National Institute for Standards and Technology Special Publication 800-70, Security Configuration Checklists Program for IT Products – Guidance for Checklist Users and Developers, May 2005
- CNSSI 4012, National Information Assurance Training Standard for Senior System Managers, June 2004
- CNSSI 4013, National Information Assurance Training Standard for System Administrators, March 2004
- CNSSI 4015, National Training Standard for System Certifiers, December 2000
- DoDD 8100.01, Global Information Grid (GIG) Overarching Policy, 19 September 2002
- DoDD 8500.01E, Information Assurance, 24 October 2002
- DoDI 5000.2, Operation of the Defense Acquisition System, 12 May 03
- DoDI 8500.2, Information Assurance (IA) Implementation, 6 February 2003
- DoDI 8510.01, Department of Defense Information Assurance Certification and Accreditation Process (DIACAP), 28 November 2007
- DoD 8570.01-M, Information Assurance Workforce Improvement Program, 19 December 2005
- CJCSI 3170.01F, Joint Capabilities Integration and Development System, 1 May 2007
- CJCSI 6211.02B, Defense Information System Network (DISN): Policy, Responsibilities and Processes, 30 Aug 06
- CJCSM 3170.01C, Operation of the Joint Capabilities Integration and Development System, 1 May 2007
- CJCSM 6510.01, Defense-in-Depth: Information Assurance (IA) and Computer Network Defense (CND), 8 March 2006
- DISA Enclave Security Technical Implementation Guide, Version 4, Release 2

2. **Army References**

- Regulations
    - Army Regulation 25–1, “Army Knowledge Management and Information Technology”
    - Army Regulation 25–2, "Information Assurance” (IA)
    - Army Best Business Practices (BBP), “Reuse of Army Computer Hard Drives,” v. 1.5

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- Websites
  - USAMITC IA Document Library (Portal): https://mitc.amedd.army.mil/IA
  - Army IAVM Community" website (URL: https://www.us.army.mil/suite/personalization/grouppage.do?groupid=16822)

3. **Navy References**

- Regulations
  - DON-CIO Memo 01-09, January 30, 2009 – Information Assurance Policy for Platform Information Technology
  - TRICARE Systems Manual 7950.1-M
  - SECNAV M-5239.1 Department of the Navy Information Assurance Program
  - Department of the Navy DIACAP Handbook, Version 1.0
- Website
  - Defense Information Systems Agency (DISA) – http://www.disa.mil
  - Military Health System Help Desk - http://www.mhs-helpdesk.com
  - Department of the Navy IT resource - http://www.DONCIO.navy.mil/policy.aspx

4. **Air Force References**

- AFPD 33-2, Information Assurance (IA) Program, 19 April 2007
- AFPD 33-4, Enterprise Architecting, 27 Jun 2006
- AFI 10-601, Capabilities Based Requirements Development, 31 July 2006
- AFI 33-115v1, Network Operations, 24 May 2006
- AFI 33-210, Air Force Certification and Accreditation (C&A) Program AFCAP , 24 May 2006
- AFI 33-401, Implementing Air Force Architectures, 14 Mar 2007
- AFI 63-101, Operations of Capabilities Based Acquisition System, 29 Jul 2005
- AFMAN 33-363, Management of Records, 1 Mar 2008
- Air Force Records Disposition Schedule located at https://afrims.amc.af.mil/.
- AFSSI 8522, Access to Information Systems

52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JUNE 2008)

(a) *North American Industry Classification System (NAICS) code and small business size standard*. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of Offers*. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;
(2) The time specified in the solicitation for receipt of offers;
(3) The name, address, and telephone number of the offeror;
(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
(5) Terms of any express warranty;
(6) Price and any discount terms;
(7) "Remit to" address, if different than mailing address;
(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
(9) Acknowledgment of Solicitation Amendments;
(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for Acceptance of Offers*. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product Samples*. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple Offers*. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) *Late submissions, modifications, revisions, and withdrawals of offers*.

(1) Offerors are responsible for submitting offers, and any modifications, revisions or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2) (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract Award* (not applicable to Invitation for Bids).
The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple Awards*.
The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) *Availability of Requirements Documents Cited in the Solicitation*.

(1) (i)The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained for a fee by submitting a request to:

GSA Federal Supply Service Specifications Section
Suite 8100
470 L'Enfant Plaza, SW
Washington, DC 20407
((202) 619-8925)
(Fax (202) 619-8978)

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(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (http://assist.daps.dla.mil).

(ii) Quick Search (http://assist.daps.dla.mil/quicksearch).

(iii) ASSISTdocs.com (http://assistdocs.com).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by --

(i) Using the ASSIST Shopping Wizard (http://assist.daps.dla.mil/wizard);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon - Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernmental (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number*. (Applies to all offers exceeding $3,000 and offers of $3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at http://fedgov.dnb.com/webform . An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) *Central Contractor Registration.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov or by calling 1-888-227-2423 or 269-961-5757.

(l) *Debriefing* If a postaward debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer;

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror;

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror;

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

ADDENDUM TO 52.212-1

1. **Addendum to 52.212-1(b)** *Submission of offers*.

See Standard Form 1449 (Continuation Sheet), on page 3, for any specific instructions on how to submit your offer if mailed, hand carried or faxed (when authorized).

☐ Faxed offers are NOT authorized for this solicitation.
☒ Faxed offers are authorized for this solicitation.

Facsimile offers that fail to furnish required representations, or information, or that reject any of the terms, conditions and provisions of the solicitations, may be excluded from consideration. Facsimile offers must contain the required signatures. The Government reserves the right to make award solely on the facsimile offer. However, if requested to do so by the Contracting Officer, the apparently successful offeror agrees to promptly submit the complete original signed proposal. The Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile offer.

2. **Addendum to 52.212-1(c)** *Period for acceptance of offers*.

☒ Period of acceptance is __180_ days.

3. **Addendum to 52.212-1(e)** *Multiple offers*.

☒ Alternative commercial items may not be considered for award on this instant acquisition, however, may be utilized for market research on future requirements.

4. **Addendum to 52.212-1(g)** *Contract Award.*

☐ If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

5. **Addendum to 52.212-1(h)** *Multiple awards*.

☐ The Government intends to make one award.
☒ The Government may make more than one award.
☐ Offers may be submitted for quantities less than those specified.

6. **Addendum to 52.212-1(j)** *Data Universal Numbering System (DUNS) Number*

The requirement to provide a DUNS number with the offer applies at all dollar values if the offeror is required to register in the Central Contractor Registration (CCR) Database in accordance with DFARS clause 252.204-7004.

FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates multiple awards of fixed price with EPA contracts resulting from this solicitation.

Instructions, Conditions & Notices To Offerors:

The offeror shall include with his offer two (2) hard copies and one (1) electronic copy of established commercial price lists, catalog, or other documentation setting forth the prices charged the general public for the items. In addition, two (2) hard copies and one (1) electronic copy of the completed solicitation shall be included with the offer.

Offerors are highly recommended to segregate their commercial price lists, catalog, technical data and/or cost and pricing data to facilitate Government review.

Offerors shall submit uniform or a reasonably limited number of discounts from list price per product category, i.e. System Options, Consumable & Accessories, Upgrades.

Offerors shall provide with their offer a computerized record of all proposed items documented in Microsoft Word for Windows 6.0. The source documents for the applicable sections may be located on the DSCP World Wide Web site at http://www.dscp.dla.mil via the Medical Home Page. Although the document and amendments may be viewed through this media, downloads are not currently supported. Accordingly, the electronic document may be obtained via disk through the Contracting Officer.

Offerors shall furnish their current list price, offered discount, and net price offered on both an individual component and system basis for each component and system offered.

Offers on percentage discounts from list prices that vary from year to year are not requested or acceptable. Offerors shall submit offers as discounts from list price for the first contract year only. Economic Price Adjustments to the first year prices will apply for contract years 2 through 5. *Thus* all offerors, to be acceptable, must submit only year one prices (list price minus discount) with any changes to the award prices in the first year and all other years determined by the application of the EPA Clause and the “Specials or Discounts” Clause.

Offerors are encouraged to include in their offer all product line items, accessories and services with respect to the subject equipment modality. Offerors may use the sample pricing chart included in the solicitation on the following pages or the vendor may submit their own catalog pricing pages, as long as all DSCP requested information is available. If the offeror provides their own pricing pages, the offeror must identify the pricing page number for each item on the System Identification Charts.

Offerors shall furnish three (3) copies (one (1) electronic and two (2) hard copies) of complete technical data for each product line item, accessory and service submitted with their offer. Technical data shall include all current commercially available image quality and physics data, including a description of any test phantoms, software or other test equipment used to measure such data.

Offered schedules of supplies, list prices, offered discounts from list prices, and the resulting net prices are for the year one of the forthcoming contract.

Offered discounts from the base list prices may not be reduced (but may be increased by the contractor) during the life of the contract.

ADDENDUM TO 52.212-1

Base year prices may be adjusted only as authorized by the April 2000 Economic Price Adjustment (EPA) clauses to be incorporated in this solicitation and the "Specials or Discounts" Clause. Price increases are limited to the annual percentage ceiling(s) specified in the EPA clauses. Offerors shall provide with their offer an Excel spreadsheet or Access Database of all proposed items.

Offerors are encouraged to include in their offer all product line items, accessories and services with respect to the subject equipment modality.

Offerors shall clearly identify the following with their submission:

The intended discount policy: Offerors are required to provide documentation establishing their commercial discount policy and shall indicate the most recent discount offered any other government agency for equipment purchased under similar conditions. Offerors shall provide rationale to support substantial price increases or decreases.

The volume discount policy for identical systems purchased under the same delivery order (Note: Blank cells below may be used for "other" number of systems. Please specify these system quantities appropriately): *The volume discount policy can be used to provide a discount for the number of systems purchased in one year or it can be used on a single delivery order with a large quantity of systems or a set number of separate delivery orders placed at one time.*

# Systems	% Discount	# Systems	% Discount	# Systems	% Discount
2		9		16	
3		10		17	
4		11		18	
5		12		19	
6		13		20	
7		14			
8		15			

Restocking charge policy, to include restocking charge:

Restocking charge:____________________________.

Offers are solicited on an F.O.B. destination (CONUS - Continental United States) basis. Please note that OCONUS customers will be supported under this contract. Typically shipping shall be made to CONUS location with DSCP being responsible for shipment to the OCONUS customer. If direct shipment is requested, the vendor shall provide a quote to include all costs.

ADDENDUM TO 52.212-1

DELIVERY ORDER PRICING STRUCTURE:

1. Prices offered for each item shall include the price of all necessary components and accessories, such as adapting parts, when the subject item is installed with other offered items, or existing on hand compatible items. These components and accessories shall form a fully functional and operational system. The purpose of this Contract is to provide complete functional systems, to be procured at a given time, and certain selected items to be procured as "add-on" or "upgrade" equipment into an existing system.
2. In addition to the item cost itself, the prices shown in the Schedule shall include charges for site visit and drawings (non-turnkey installation sites), transportation, rigging, packing, unpacking with disposal of packing material, routine installation, and warranty for delivery within the 48 contiguous states (CONUS). Offeror shall indicate below, the percentage of offered price, for a complete system, that represents charges for *the following. If not applicable, vendor shall provide a quote based on site specific requirements.*

Site visit and drawings: (Not CDRLs – see clause 52-242-9P01)	_______________%
Transportation Charges, to include rigging, packing and unpacking with disposal of packing material:	_______________%
Installation:	_______________%
Warranty of equipment:	_______________%

When delivery is for outside the 48 contiguous states (OCONUS), or when these services are not required, the percentages shown in paragraph 2 above will be deducted from the prices shown in the Schedule. Further negotiation will be conducted to include these services and costs, or any other services required, for overseas orders or existing system upgrades, interfaces or add-ons.

TIME OF DELIVERY:

Vendors are required to identify their nominal standard delivery time for each item offered. If no delivery time is offered for an item, delivery 60 days after receipt of an order is established. The exact required delivery date (RDD) shall be specified on each delivery order. The Contracting Officer shall not specify, without further negotiations, delivery dates which exceed the contract expiration date plus the number of days offered in the delivery schedule.

Delivery dates specified on the delivery order may be unilaterally extended by the Contracting Officer to coincide with a later installation site readiness date. In such instances, the Contractor will be apprised of the revised delivery date, at least 14 days prior to the original delivery date.

The contractor shall notify the Contracting Officer in writing and request a contract modification for delayed delivery when it is know that the activity is not ready to receive the equipment or start installation.

QUALITY REQUIREMENTS:

The equipment supplied, complete in all details shall be of such materials, design, construction, finish, performance and durability as to clearly indicate strictly first class products and its installation, and shall clearly conform in all respects to high standards of mechanical and electrical workmanship. The equipment, supplies, accessories and services shall meet the vendors published specifications.

ADDENDUM TO 52.212-1

1. REQUIREMENT:
Digital Imaging Network-Picture Archiving and Communications Systems (DIN-PACS).

The Defense Supply Center Philadelphia ("DSCP") is requesting offers for DIN-PACS that meet the minimum essential characteristics defined herein. Unless otherwise noted, the Government is soliciting for strictly commercial material in accordance with the Federal Acquisition Streamlining Act (FASA) FAR Part 12 "Commercial Items."

Unless otherwise authorized, all items supplied shall be new, original manufacturer items. They shall not consist of any reconditioned, rebuilt, remanufactured, etc. items.

2. TERM:
This solicitation proposes to establish an indefinite delivery/quantity contract for the offered items. The term of the contract will be a two-year base period, one two-year option period and one one-year option period.

3. OPEN SEASONS:

This solicitation will result in a long term contract consisting of a base term and one or more option terms (provided the Government invokes one or more of the term options associated with each contract awarded). Therefore, additional offers from NEW SUPPLIERS ONLY will be considered for a thirty day period beginning sixty days before the end of each contract term. The first contract term does not begin until the first award is made. The Government reserves the right not to award a contract to any new offeror proposing to supply an item already on contract or at a price not considered fair and reasonable. Any resulting contracts awarded under this provision will run for the same period of time remaining as in the original contract awards.

4. AWARD:

The solicitation is being issued pursuant to FAR Part 16.5 "Multiple Awards". For this particular acquisition, the Government may award contracts to all responsible firms who offer technically acceptable commercial products. Clause 52.216-27 "Multiple Awards for Delivery Order Contracts" will be incorporated into the solicitation. Acceptability for award necessitates that individual vendors meet the following criteria:

** FDA approval;

** Market acceptability, items offered must be in clinical use for not less than three (3) months in at least one (1) clinical site;

** Meet all of the requirements specified in the Statement of Work and all terms and conditions of the solicitation;

** Offerors shall furnish two (2) copies of technical data for each product line item, accessory, and service. This submission shall be provided both in a printed format and on CD;

** Offerors shall include two (2) copies of established commercial price list; catalog or other documentation setting forth the prices charged the general public for the items. This submission shall be provided both in a printed format and on CD;

** Successfully pass a Clinical Product Demonstration, if required; and

** Demonstrate Acceptable Past Performance

4. MINIMUM/MAXIMUM:

Note that contract minimums, annual estimates, and maximum quantities ***assume multiple contract awards***.

The annual estimate for this solicitation is $125,000,000.00. The guaranteed minimum is for $2,500.00 for the two-year base period, as well as for each of the two option periods (one two-year option period and one one-year option period). The maximum for this solicitation is *.

* The vendor shall propose a maximum quantity or dollar value for this contract.
The vendor shall provide a justification for this dollar value. In addition the vendor shall provide their last year sales to the DOD and/or other Federal Government agencies.

5. MULTIPLE AWARDS:

The Government plans to award multiple contracts for the same or similar supplies under this solicitation. This will enable DSCP to better serve customer needs through its ability to offer a variety of items relative to an individual customer's needs or clinical requirements. If an Offeror meets the terms and conditions of the solicitation, as well as those other factors cited in #3 – AWARD, an award will be made to this firm.

Vendors who project a dollar figure to exceed $550,000.00 for this contract, and you are not a Small Business; your company is required to submit a Small Business Subcontracting Plan as set forth in Section I FAR clause 52.219-9.

Vendors shall address all exceptions to this solicitation under a separate cover.

SUBMISSION OF OFFERS. For instructions on how to submit offers, i.e., what information must be included in proposals, see clause 52.212-1, Instructions to Offerors - Commercial Items.

FOB. Offers are solicited on an FOB CONUS Destination basis only. The following locations will be considered OCONUS unless otherwise specified: Puerto Rico, Alaska, and Hawaii.

6. Ordering Procedures:

Delivery Orders will be issued for shipments to the customers as the need materializes.

The Government will place delivery orders with the contract awardee(s) representing the best value to the Government for that specific ordering requirement. Delivery orders will be issued in accordance with FAR Part 8.4 and DFARS Part 208 procedures.

Evaluation factors for delivery orders, to be included in the solicitation, are as follows:

1. Clinical Performance/User Considerations
2. Past Performance
3. Delivery
4. Price

ADDENDUM TO 52.212-1

The order of importance in which these factors will be applied will be determined for each delivery order based on the requiring activity's needs.

For criterion # 4 above, if a specific customer should opt for a leasing program, they will be required to perform an analysis in accordance with FAR parts 7.401 and 7.402, and with the DFARS 207.4. The analysis should address the advantage of a lease versus a purchase and may include a present value analysis.
Delivery Orders will be negotiated on those items specific to a particular site.

NOTE: Only the Contracting Officers at DSCP and the VA NAC are authorized to place delivery orders against this Contract.
The Government will order supplies by issuing delivery orders during the period specified in 52.216-18, Ordering.

Each delivery order will contain, as a minimum:

(1) Purchase Request/Requisition No.
(2) Date of Order
(3) Contract number, order number
(4) Contract line item number (CLIN), (if applicable), National Stock Number (NSN, (if applicable) and Item Description
(5) Quantity
(6) Unit Price
(7) Accounting and appropriation data
(8) Delivery date
(9) Inspection and acceptance information

7. NEW PRODUCTS:

Vendors can offer new products or substitutions of obsolete products by the addition of the following clauses: See Clause 52.216-9P30 "Substitutions and Accessories" (September 1996) DSCP and Attachment to 252.212-7001 "Contract Terms and Conditions".

8. "PROMOTION" PRICES:

DSCP will allow vendors to offer promotions of items for a specific price at a specified period of time, e.g. sales and promotions, etc. This will be accomplished by issuing a modification to the contract stipulating that the price of these items will be reduced by a stipulated dollar value for a specified time period. These "promotional items" will then be marketed along with those items currently on the contract.

9. PRICING:

The offered schedules of supplies, list prices, offered discounts from list prices, and the resulting net prices are for the base year of this contract only.

The offered discounts from list prices may not be reduced (but may be increased by the contractor) during the life of the contract. Prices may be decreased at any time in accordance with the Economic Price Adjustment (EPA) Clause and/or the "Specials or Discounts" Provision. Base year prices may be adjusted (increased) only as authorized by the EPA clause and or the "Specials or Discounts" Provision of the solicitation. Price increases are limited to the annual percentage ceiling specified in the EPA clause.

The second, third, fourth, and fifth years' prices are the same as the base year prices awarded under the contract. The consecutive years' prices may be adjusted only as authorized by the Economic Price Adjustment (EPA) Clause and/or the "Special or Discounts" Provision incorporated in the solicitation. The net contract unit prices for any consecutive year(s) may not exceed the previous contract year by more than the annual ceiling on upward price adjustments set forth in the EPA clause.

A price increase ceiling of 10% per year is currently imposed in the EPA Clause and is the Government's desired maximum limit. Offerors may propose lower or higher ceilings that would either apply to all items or different ceilings for different categories of items. If different ceilings are offered for different categories of items, these categories must be consistent with the different categories of items and offered list price discounts offered in a vendor's response to this solicitation and should be kept to a reasonable number. Any offered price ceilings in excess of 10% may be subject to the negotiation.

10. SCHEDULE OF DELIVERIES OR PERFORMANCE:

Vendors are required to identify their nominal standard delivery time for each item offered. The exact required delivery date (RDD) shall be specified on each delivery order. The Contracting Officer shall not specify, without further negotiations, delivery dates which exceed the contract expiration date plus the number of days offered in the delivery schedule.

The Solicitation will be made available via the Web at www.dibbs.bsm.dla.mil

52.212-2 EVALUATION -- COMMERCIAL ITEMS [(JAN 1999)]

(a) The Government will award to technically acceptable Offerors whose pricing can be determined fair and reasonable and are able to meet the following technical requirements:

**** FDA approval;**

**** Market acceptability, items offered must be in clinical use for not less than three (3) months in at least one (1) clinical site;**

**** Meet all of the requirements specified in the Statement of Work and all terms and conditions of the solicitation;**

**** Offerors shall furnish two (2) copies of technical data for each product line item, accessory, and service. This submission shall be provided both in a printed format and on CD;**

**** Offerors shall include two (2) copies of established commercial price list; catalog or other documentation setting forth the prices charged the general public for the items. This submission shall be provided both in a printed format and on CD;**

**** Successfully pass a Clinical Product Demonstration, if required; and**

**** Demonstrate Acceptable Past Performance**

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced.

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

ADDENDUM TO 52.212-2

Pursuant to FAR 16.504(a)(4)(v): The **Task-Order Contract and Delivery-Order Contract Ombudsman** for multiple award contracts resulting from this solicitation is:

Robert Panichelle (DSCP-BP)
Defense Supply Center Philadelphia)
700 Robbins Avenue
Philadelphia, PA 19111-5092
FAX: 215-737-7429
Phone: 215-737-4126

When multiple indefinite quantity contracts are awarded, the ombudsman must review complaints from contractors and ensure they are afforded a fair opportunity to be considered for each order, consistent with the procedures in the contract

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FAR 52.212-3 - OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (FEB 2009)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at http://orca.bpn.gov If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

Please note that the representations and certifications submitted via the On-Line Representations and Certifications Application (ORCA) website address only representations and certifications required by the FAR; however, there may be additional representations and certifications required by the DFARS, DLAD, and local regulations. Therefore, notwithstanding the instruction in the above paragraph to "complete only paragraph (b)" if representations and certifications have been provided electronically via the ORCA website, the certifications referred to in paragraphs (f) and (g) of this provision may still apply (i.e., completion of the DFARS Buy American Act/Balance of Payments Program Certificate, the DFARS Trade Agreements Certificate, or the DFARS Buy American Act/Free Trades Agreements/Balance of Payments Program Certificate). If applicable, these certificates will be included in the solicitation and must be completed by the officer even if the offeror has completed the representations and certifications at the ORCA website.

(a) *Definitions.* As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999 except:

(1) FSC 5510, Lumber and Related Basic Wood Materials;
(2) Federal Supply Group (FSG) 87, Agricultural Supplies;
(3) FSG 88, Live Animals;
(4) FSG 89, Food and Related Consumable;
(5) FSC 9410, Crude Grades of Plant Materials;
(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
(8) FSC 9610, Ores;
(9) FSC 9620, Minerals, Natural and Synthetic; and
(10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate --

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

FAR 52.212-3 - CONTINUED

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
(3) Consist of providing goods or services to marginalized populations of Sudan;
(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
(5) Consist of providing goods or services that are used only to promote health or education; or
(6) Have been voluntarily suspended.

"Service-disabled veteran-owned small business concern"---

(1) Means a small business concern---
   (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
   (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern---

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
(2) Whose management and daily business operations are controlled by one or more women.

(ii) (1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at http://orca.bpn.gov After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications - Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs __________.

FAR 52.212-3 - CONTINUED

[Offeror to identify the applicable paragraphs at (c) through (m) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications on ORCA.]

Offeror may use the following format to identify amended representation(s) and/or certification(s) that apply to this solicitation only.

FAR Clause #	Title	Date	Change
___________	___________	___________	___________
___________	___________	___________	___________
___________	___________	___________	___________
___________	___________	___________	___________

(iii) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.*
The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

NOTE: *Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold (i.e. $100,000.00).*

(6) *Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it ☐ is a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

FAR 52.212-3 - CONTINUED

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).)

Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
___50 or fewer	___$1 million or less
___51 - 100	___$1,000,001 - $2 million
___101 - 250	___$2,000,001 - $3.5 million
___251 - 500	___$3,500,001 - $5 million
___501 - 750	___$5,000,001 - $10 million
___751 - 1,000	___$10,000,001-$17 million
___Over 1,000	___Over $17 million

(9) [*Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program – Disadvantage Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]*

(i) *General*. The offeror represents that either -

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

FAR 52.212-3 - CONTINUED

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns*. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture*: ____________________________.]

(10) *HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that –

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: ____________________________.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) *[The offeror shall check the category in which its ownership falls]:*

_____ Black American
_____ Hispanic American
_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians)
_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia, (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
______Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
______Individual/concern, other than one of the preceding.

(iv) *Representations required to implement provisions of Executive Order 11246*--

(1) *Previous Contracts and Compliance.* The offeror represents that--

(i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that--

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

FAR 52.212-3 - CONTINUED

(v) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed $100,000.)

By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(vi) *Buy American Act Certificate.* (The certificate at DFARS 252.225-7000 or 7020 shall be completed if it is provided as an Attachment to FAR 52.212-3).

(vii) *Buy American Act - North American Free Trade Agreements – Israeli Trade Act Certificate, Alternates I and II – Trade Agreements Certificate.* (The certificate in DFARS 252.225-7035 shall be completed if it is provided as an Attachment to 52.212-3.)

(viii) *Certification Regarding Responsibility Matters* (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in Paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not fully determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples*. (A) The taxpayer has received a statutory notice of deficiency, Under IRC Section 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

FAR 52.212-3 - CONTINUED

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under IRC Section 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to IRC Section 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. Section 362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products* (Executive Order 13126). {The Contracting Officer must list in Paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).}[This list is available at www.dol.gov/ilab/]

(1) Listed end products.

Listed End Product	Listed Countries of Origin
________________	________________________
________________	________________________

(2) Certification. {If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.}

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of Manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly:

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [*The Contracting Officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

FAR 52.212-3 - CONTINUED

[ ] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that --

- (i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;
- (ii) The services will be furnished at prices which are, or are based on, established catalogue or market prices (see FAR 22.1003-4(c)(2)(ii) for the maintenance, calibration, or repair of such equipment; and
- (iii) The compensation (wage and fringe benefits) plan for all service employees performing work under this contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[ ] (2) Certain services are described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that --

- (i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
- (ii) The contract services will be furnished at prices that are, or are based on, established catalogue or market prices (see FAR 22.1003-4(d)(2)(iii);
- (iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
- (iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies --

- (i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
- (ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number* (TIN) (26 U.S.C. 6109, 31 U.S. C. 7701).(Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS)

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number* (TIN).

- ☐ TIN: ___________________________
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

FAR 52.212-3 - CONTINUED

(4) *Type of Organization.*

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other____.

(5) *Common Parent.*

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:

Name ____

TIN ____

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan,

DFARS 252.225-7020 TRADE AGREEMENTS CERTIFICATE (JAN 2005)

(a) *Definitions.* "Designated country end product", "nondesignated country end product", "qualifying country end product", and "U.S.-made end product" have the meanings given in the Trade Agreements clause of this solicitation.

(b) *Evaluation.* The Government -

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will consider only offers of end products that are U.S.-made, qualifying country, or designated country end products unless -

(i) There are no offers of such end products;

(ii) The offers of such end products are insufficient to fulfill the Government's requirements; or

(iii) A national interest waiver has been granted.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Trade Agreements clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, or designated country end product.

(2) The following supplies are other nondesignated country end products;

_________________________________ _________________________________

(insert line item number) *(insert country of origin)*

FAR 52.212-3 - CONTINUED

DFARS 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (JAN 2009)

DLAD 52.233-9001 DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2001)

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1), or, for the Agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and with legal counsel (see DLA Directive 5145.1). Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

(c) If you wish to opt out of this clause, check here [ ]. Alternate wording may be negotiated with the contracting officer.

52.211-9045 PRE-MARKET NOTIFICATION (Apr 2008)

All offerors must be in compliance with Section 510(k) of the Federal Food, Drug and Cosmetic Act for those medical device products intended to be delivered to the Government. In accordance with 21 CFR Part 807 Subpart E, approval is required 90 days prior to either the submission of the initial offer (date the bid/proposal is signed) or the original opening/closing date (whichever comes first). Offerors are required to be in compliance by listing below the item number, corresponding premarket notification number and date of Food and Drug Administration (FDA) approval or the specific basis for exemption from the notification procedures as delineated in 21 CFR Part 807 Subpart E. The Government will rely on the offeror's information for evaluation and award purposes. Offerors not in compliance 90 days prior to either the submission of the initial offer (date the bid/proposal is signed) or the original opening/closing date (whichever comes first), OR not providing the information below, will be determined technically unacceptable (nonresponsive if an IFB) and the offer will be rejected. Offerors that are determined ineligible will not be allowed to submit evidence of compliance at a later date. False information will be grounds for terminating any contract(s) resulting from this solicitation.

Item Number Premarket Notification Number ________________________
Approval Date ____________________________

OR

State Basis for Exemption ________________________________

I (name of authorized representative), ______________________________________, hereby state that to the best of my knowledge and belief the information provided here is complete and accurate.

____
Authorized Representative's Signature

____
Authorized Representative's Title

____
Date

FAR 52.212-3 - CONTINUED

52.217-9P14 EVALUATION OF OPTIONS (JAN 1992) DSCP

(a) If award by line item is permitted by the solicitation, the Government will evaluate offers for award purposes by adding the proposed price per line item for the basic quantity with the proposed price for the corresponding option quantity line item. If a single award for all items is specified in the solicitation, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. If award by lot is specified in the solicitation the Government will evaluate offers for award purposes by adding the total price for each lot with the proposed total price for the corresponding option quantity lot. Evaluation of options will not obligate the Government to exercise the option(s).

(b) Should offerors propose option prices which vary (for example, with quantities actually ordered and the dates when ordered), these offers will be evaluated using the highest option price offered for each item.

(c) The Government reserves the right to make awards for quantities less than those solicited. However, in no event will an award be made for a portion of the basic quantity without a corresponding portion of the option quantity.

ADDENDUM TO 52.212-3 (continued)
252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS (JUNE 2005) DFARS

(a) Definitions.
As used in this clause –
(1) “Foreign person” means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).
(2) "United States" means the 50 states, the District of Columbia, outlying areas, and the Continental Shelf as defined in 43 U.S.C. 1331.
(3) “United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.
By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it –
(1) Does not comply with the Secondary Arab Boycott of Israel; and
(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).
(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term “supplies” is defined in the Transportation of Supplies by Sea clause of this solicitation.
(2) <u>Representation.</u> The Offeror represents that it –
____ Does anticipate that supplies will be transported by sea in performance of any contract or subcontract resulting from this solicitation.
____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting clause will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

THE FOLLOWING SECTION PERTAINS TO VA NAC ISSUED ORDERS ONLY

PERTAINS TO VA NAC ISSUED ORDERS ONLY

AS3000 SOFTWARE AND OPERATING SYSTEM REQUIREMENTS (MAR 2005)

Software (e.g.: image acquisition, manipulation, reconstruction, analysis, display, etc.), including any Off the Shelf commercial Operating System (OS) necessary for operation and maintenance of the system being purchased, are to be provided by the contractor. Software and commercial OS provided must be the most recent version, or no older than one version prior to the most recent version. The software and OS updates compatible with the offered system's hardware shall be kept current at no cost to the Government as long as the equipment is in use in VA or other Government agency health facility. Also, refer to FAR Clause 52.227-19, which appears elsewhere in this solicitation.

- For the purpose of this clause, updates are defined as all modifications to correct or improve system operation and current functions including known remedies for security vulnerabilities. Upgrades, defined as providing additional functions, will be made available for purchase.

- Revisions or modifications, which include both updates and upgrades, shall be provided at no cost. The contractor may restrict added upgrade functions if restriction does not limit existing functions.

- Modification of software by the Government will not be made without prior consent of contractor.

- Software and commercial OS provided must not be self-canceling, which is interpreted to mean the function of the software will not be stopped due to elapsing time or other condition not identified with original equipment purchase. The prime contractor is responsible to ensure any third-party provided software is included in this restriction. No “renewable” licenses or agreements will be entered into by either the Contracting Officer or the using facility.

HARDWARE UPGRADES (NOV 2001)

(a) If hardware upgrades become available after award of a delivery order but prior to delivery of the equipment, the contractor is requested to offer them to the Contracting Officer for consideration.

(b) The contractor's proposal for such upgrades shall include the following information:

(1) Pricing information, to include both the price of the equipment to be added and the equipment to be deleted.
(2) Specific awarded items that shall be changed if the proposal is awarded.
(3) Performance data, including both comparison to the specification requirements and to the equipment on contract.
(4) A detailed description of the differences between the awarded items and those being proposed, and a specific analysis of the comparative advantages/disadvantages of the items involved.
(5) An evaluation of the effect proposed changes will have on the life cycle of the equipment and an associated cost impact as it relates to site preparation, installation, maintenance, and operational expense.
(6) An analysis of the timeframe required to institute the change.

PERTAINS TO VA NAC ISSUED ORDERS ONLY - CONTINUED

COMMERCIAL INTERIM PAYMENT

Definition: A commercial interim payment is a payment given to the contractor after some work has been done (FAR 32.202-2). For the purposes of this contract, delivery of the equipment shall constitute "some work done".
Upon delivery of the equipment, the contractor is entitled to a single interim payment consisting of 80 percent of the purchase price. To receive the interim payment, the contractor shall submit an invoice in the amount of the equipment purchase price. The invoice shall be submitted in accordance with 52.212-4, Contract Terms and Conditions -- Commercial Items, paragraph (g) and the "Remittance Address" instructions provided herein.
Verification of the contractor's entitlement to the interim payment shall be accomplished by the medical center providing to the contracting officer a receiving report confirming receipt of the equipment. Upon receipt of the receiving report and the contractor's properly submitted invoice, the contracting officer shall authorize and process the 80 percent interim payment.
The Government shall retain the remaining 20 percent of the purchase price until such time as the installation has been completed and the Government has inspected and accepted the installed equipment.
Commercial interim payments are contract financing payments for prompt payment purposes and therefore are not subject to the interest penalty provisions of the Prompt Payment Act.

AS1365 TRAINING OF OPERATING PERSONNEL (MAY 1995)

The price quoted shall include contractor responsibility for providing on-site orientation and training of two using personnel in operation and care of the equipment furnished. This training shall include actual demonstration and operation of the equipment including any adjustments or other actions which may be undertaken by operating personnel in the event of failure of equipment, provided that such adjustment or action will in no way jeopardize the Government's rights under contract guarantee clause. This training will be given by qualified contractor personnel upon completion of installation. The contractor will consult with the Chief, Acquisition and Materiel Management Service at the site (or person acting in that capacity) regarding the time this training will begin. That official will be responsible for arranging for the presence of personnel to be trained.

Note: If off-site training is required, the contractor is required to provide all necessary tuition, transportation, lodging, and meals.

At the time the system is turned over to the Gov't for use, the contractor shall issue to the customer a dated certificate redeemable for the off-site training. The customer may redeem the certificate at no change in price at any time up to one year from the issue date. The issuance of the training certificate shall be considered sufficient to fulfill the off-site training requirement for the purpose of system acceptance.

PERTAINS TO VA NAC ISSUED ORDERS ONLY - CONTINUED

AS1372 SERVICE BULLETINS (MAY 1995)

Two (2) copies of each service bulletin affecting safety or maintenance of equipment furnished under this contract will be forwarded to the receiving activity for a period of ten (10) years after date of delivery.

One additional copy of all service bulletins, hazard notices, and safety notices issued is to be forwarded to the following address: Center for Engineering and Occupational Safety & Health (138F)1 Jefferson Barracks Rd. Bldg 65, St. Louis, MO 63125

52.227-19 COMMERCIAL COMPUTER SOFTWARE - RESTRICTED RIGHTS (JUN 1987)

(a) As used in this clause, "restricted computer software" means any computer program, computer data base, or documentation thereof, that has been developed at private expense and either is a trade secret, is commercial or financial and confidential or privileged, or is published and copyrighted.

(b) Notwithstanding any provisions to the contrary contained in any Contractor's standard commercial license or lease agreement pertaining to any restricted computer software delivered under this purchase order/contract, and irrespective of whether any such agreement has been proposed prior to or after issuance of this purchase order/contract or of the fact that such agreement may be affixed to or accompany the restricted computer software upon delivery, vendor agrees that the Government shall have the rights that are set forth in paragraph (c) of this clause to use, duplicate or disclose any restricted computer software delivered under this purchase order/contract. The terms and provisions of this contract, including any commercial lease or license agreement, shall be subject to paragraph (c) of this clause and shall comply with Federal laws and the Federal Acquisition Regulation.

(c) (1) The restricted computer software delivered under this contract may not be used, reproduced or disclosed by the Government except as provided in subparagraph (c)(2) of this clause or as expressly stated otherwise in this contract.

(2) The restricted computer software may be -
- (i) Used with the computer or computers for which it was acquired, including use at any Government installation to which such computer of computers may be transferred; (Contractor shall be notified in writing of the transfer prior to the actual transfer of equipment or software.)
- (ii) Used with backup computer if any computer for which it was acquired is inoperative;
- (iii) Reproduced for safekeeping (archives) or backup purposes.
- (iv) Disclosed for use by support service contractors subject to the same restrictions set forth in this contract.

(3) If the restricted computer software delivered under this purchase order/contract is published and copyrighted, it is licensed to the Government, without disclosure prohibitions, with the rights set forth in subparagraph (c)(2) of this clause unless expressly stated otherwise in this purchase order/contract.

(4) To the extent feasible the Contractor shall affix a Notice substantially as follows to any restricted computer software delivered under this purchase order/contract; or, if the vendor does not, the Government has the right to do so: "Notice - Notwithstanding any other lease or license agreement that may pertain to, or accompany the delivery of, this computer software, the rights of the Government regarding its use, reproduction and disclosure are as set forth in Government Contract (or Purchase Order) No._____.)"

PERTAINS TO VA NAC ISSUED ORDERS ONLY - CONTINUED

(d) If any restricted computer software is delivered under this contract with the copyright notice of 17 U.S.C. 401, it will be presumed to be published and copyrighted and licensed to the Government in accordance with subparagraph (c)(3) of this clause, unless a statement substantially as follows accompanies such copyright notice: "Unpublished - rights reserved under the copyright laws of the United States."

852.270-4 <u>COMMERCIAL ADVERTISING (NOV 1984)</u>

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

AS214 <u>PRODUCT MODIFICATION, REMOVAL OR RECALL (MAR 2005)</u>

If any product awarded under this solicitation requires modification, is removed or recalled by the contractor or manufacturer, or if any required modification, removal or recall is suggested or mandated by a regulatory or official agency, the following steps will immediately be taken by the contractor or manufacturer:

a. Notify the Assistant Director, National Contracts Service (049A1N1D), VA National Acquisition Center, P.O. Box 76, Building 37, Hines, IL 60141, in writing, by the most expeditious manner possible. Provide two copies of the notification which shall include, but not be limited to the following:
   i. Complete item description and/or identification, order numbers from customers, and the contract number assigned as a result of an award on this solicitation.
   ii. Reasons for modifications, removal or recall.
   iii. Necessary instructions for return for credit, replacement or corrective action.
b. Provide the above information to all agencies and VA Facilities who purchased the product.
c. The National Contracts Service (049A1N1D) shall be provided a copy of the notification in b. above, and a list of all agencies and/or VA facilities notified.